
PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

February 16, 2010

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — [February 1, 2010](#)
6. Receiving of Communications
7. Mayor's Report
 - A. Consideration of a Motion to Approve a Resolution Recognizing Deacon [Paul Brachle](#) as 2010 Citizen of the Year in the City of Darien
 - B. Citizen of the Year Coffee and Cake Reception
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
 - A. Warrant Number — [09-10-18](#)
 - B. Monthly Report — [January 2010](#)
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
14. Old Business
15. Consent Agenda
 - A. Consideration of a Motion to Approve an Ordinance Establishing a [Temporary Alternate Process for Hiring Full Time Police Officers](#) in the City of Darien
 - B. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator to Enter into an Agreement with [All Information Services, Inc](#) to Provide Information Technology Services for the City of Darien
 - C. Consideration of a Motion to Approve a Resolution Adopting the [Annual 1,000 Hour Standard for IMRF Participation](#)
 - D. Consideration of a Motion to Approve Expenditure in the Amount of \$13,383 for the Emergency Restoration of the [Tara Hill](#) Berm Adjacent to Donegal Drive
 - E. Consideration of a Motion to Approve an [Ordinance Amending Section 3-3-7-5\(C\)](#) of the Darien City Code
 - F. Consideration of a Motion to Approve a Resolution to Enter into [an Agreement with DuPage County for the Transfer of County Property](#)
 - G. Consideration of a Motion to Approve an [Ordinance Authorizing the Disposal of Personal Property](#) Owned by the City of Darien (Tornado Siren)
 - H. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator to Enter into [an Agreement with Darien Cleaners](#) to Pay Atwell-Hicks a \$15,000 Deductible to Continue the Remediation of 7515 Cass Avenue
 - I. Consideration of a Motion to Approve a Resolution Authorizing the Mayor, City Clerk and Treasurer to Sign a Governmental Certificate, Business Loan Agreement and Compliance Agreement to Open a [Line of Credit](#) with Republic Bank

J. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator to Enter into [an Agreement with Chase Bank to Provide Reward Credit Cards](#) for the City of Darien

16. New Business

17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)

18. Adjournment

Agenda 2/16/10

EXECUTIVE SESSION DID NOT TAKE PLACE.

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE FEBRUARY 1, 2010 AGENDA WITH THE CITY COUNCIL. THE SESSION ADJOURNED AT 7:06 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

FEBRUARY 1, 2010

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:40 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
	Joseph A. Marchese	

Absent: None

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

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

5. **APPROVAL OF MINUTES** – January 18, 2010

It was moved by Alderman Gattuso and seconded by Alderman Schauer to approve the minutes of the January 18, 2010 meeting, as presented.

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

Abstain: McIvor

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

6. **RECEIVING OF COMMUNICATIONS**

Mayor Weaver...

...received a communication from the Woodridge Community Pantry regarding their Annual Cabaret Fundraiser which is being held on Sunday, April 25, 2010 at the Hilton Hotel in Lisle.

...received a letter from Pace regarding their service changes effective February 7, 2010. Due to a shortfall in funding, cost cutting measures include discontinuation of Saturday bus service on Route 715. Bus Route 661 service will continue without changes.

7. **MAYOR'S REPORT**

A. CHAMBER OF COMMERCE UPDATE

Mayor Weaver announced that beginning this evening, a representative of the Chamber of Commerce will share information regarding their organization on a monthly basis. Mayor Weaver introduced Jack Mancione, Vice President of the Darien Chamber of Commerce. Mr. Mancione introduced newly elected Darien Chamber of Commerce President, Angelo Imbrogno. Mr. Mancione brought DARE Officer Nick Skweres forward, thanked him for his efforts with the DARE Program, and announced that the Chamber is purchasing this year's lock-in tee shirts. Mr. Mancione provided an update on the Darien Chamber of Commerce membership, and their upcoming events.

Mayor Weaver thanked Mr. Mancione for his attendance and looks forward to the Chamber's monthly reports.

It was moved by Alderman McIvor and seconded by Alderman Galan to approve the following motion as presented.

B. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENT OF ANNIVAR SALGADO TO THE COMMUNICATIONS COMMITTEE

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

City Clerk Coleman administered the Oath of Office to Annivar Salgado, after which there was a round of applause from the audience and congratulations extended by the City Council.

8. **CITY CLERK'S REPORT**

City Clerk Coleman...

...announced that tomorrow is Election Day, and urged all residents to vote.

...advised that Darien City offices will be closed on Monday, February 15, 2010 in observance of the Presidents' Day Holiday.

...announced that the next City Council Meeting is scheduled to take place on Tuesday, February 16, 2010.

Mayor Weaver added that, although many residents do not vote in a Primary Election due to party declaration, Mayor Weaver stressed the importance of voting.

9. **CITY ADMINISTRATOR'S REPORT**

There was no report.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

In response to Alderman Poteraske, Director Gombac advised that the current water loss figure will be presented at the next Municipal Services Committee Meeting. Also in response to Alderman Poteraske, Director Gombac advised that, to date, costs for construction and engineering for the Walnut Street project have come in \$58,000 and \$15,000 respectively under budget. Under the county grant, the city has submitted a request for reimbursement in the amount of \$65,000.

In response to Alderman Avci, Director Gombac provided a status update on the burial of ComEd utilities on 75th Street.

11. **TREASURER'S REPORT**

A. WARRANT NUMBER 09-10-17

It was moved by Alderman Gattuso and seconded by Alderman Poteraske to approve payment of Warrant Number 09-10-17 in the amount of \$59,268.25 from the General Fund; \$7,957.34 from the Water Fund; \$33,712.79 from the Motor Fuel Tax Fund; \$596.00 from the Darien Area Dispatch Fund; \$61,029.26 from the Capital Improvement Fund; \$4,110.49 from the Special Service Area Tax Fund; \$219,538.68 from the General Fund Payroll for the period ending 1/28/10; \$16,724.02 from the Water Fund Payroll for the period ending 1/28/10; \$23,386.55 from the D.A.D.C. Fund Payroll for the period ending 1/28/10 for a total to be approved of \$426,323.38.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

12. **STANDING COMMITTEE REPORTS**

Municipal Services Committee — Alderman Marchese advised that the minutes of the former Public Works Water/Streets Committee of November 17, 2009 and the Planning/Development Committee of November 23, 2009 have been approved, signed, and submitted for publication on the City's website.

Police Committee — Alderman McIvor advised that the first Police Committee Meeting took place this evening, and the next is scheduled to take place on Monday, March 1, 2010 at 6:00 P.M. in the upstairs conference room.

Administrative/Finance Committee — Alderman Poteraske announced that the next Administrative/Finance Committee Meeting is scheduled to take place on Monday, February 8, 2010 at 6:30 P.M. in the upstairs conference room, and the first Budget Meeting is scheduled to take place on Wednesday, February 17, 2010 at 6:30 P.M. in the Council Chambers. The Budget Meetings will be televised.

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 Galan and seconded by Alderman McIvor to approve by Omnibus Vote the following items on the Consent Agenda:

A. RESOLUTION NO. R-01-10 CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION APPROVING AND PUBLISHING THE UPDATED ZONING MAP (2010)

B. ORDINANCE NO. O-01-10 CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE GRANTING A ONE (1) YEAR EXTENSION TO THE PREVIOUSLY APPROVED MINOR AMENDMENT TO AN APPROVED PLANNED UNIT DEVELOPMENT (DARIEN TOWNE CENTRE PUD, 2189 75TH STREET, ILLINOIS, AMVETS COLLECTION CENTER AT WAL-MART)

C. RESOLUTION NO. R-02-10 CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DUPAGE COUNTY FOR MEMBERSHIP INTO THE

**DUPAGE COMMUNITY DEVELOPMENT
COMMISSION**

**D. CONSIDERATION OF A MOTION TO AUTHORIZE CITY STAFF TO BEGIN THE
PROCESS OF ACCEPTING A FUTURE PLAT OF DEDICATION FOR THE ROADWAYS
WITHIN THE ASHBROOK PLACE DEVELOPMENT CONSISTING OF ASHBROOK
COURT AND FIVE (5) FOOT ROADWAY EASEMENT**

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

 Nays: None

 Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

16. NEW BUSINESS

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

17. QUESTIONS, COMMENTS AND ANNOUNCEMENTS — GENERAL

Alderman Galan requested, if possible, an article on the 2010 Census be placed in the next edition of The Neighbors of Darien.

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Mayor Weaver added that one of her goals is to give the Communications Commission the task of advertising the importance of the census. Mayor Weaver noted the importance of obtaining a proper census count in order for the city to receive the funds necessary to be able to continue providing the services the residents have come to expect.

Alderman Marchese thanked the Historical Society, and particularly Alice Brennan and her committee, for the informative presentation at their Sunday dinner event held on January 31, 2010.

Alderman Poteraske added that the event was an enormous success with over 125 people in attendance.

Mayor Weaver praised the wonderful presentation and event.

18. ADJOURNMENT

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:05 P.M.

Mayor

City Clerk

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All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 02-01-10.
Minutes of 02-01-10 CCM

**A RESOLUTION RECOGNIZING DEACON PAUL BRACHLE
AS THE 2010 CITIZEN OF THE YEAR
IN THE CITY OF DARIEN**

WHEREAS, Paul Brachle and his loving wife of 50 years, Marilyn, have raised eight wonderful children, Mary, Margaret, Susan, Paul III, Nancy, Teresa, John and Sarah; and

WHEREAS, Paul and Marilyn have been caring residents of the City of Darien for 40 years; and

WHEREAS, Paul Brachle became the administrator of an established food pantry at Our Lady of Peace Church approximately 18 years ago; and

WHEREAS, Paul Brachle has been involved with the local chapter of the “Cursillo Movement” since 1974, serving as the spiritual director, a leader, and a presenter; and

WHEREAS, Paul Brachle has served as the Vice President of the Hinsbrook Homeowners Association; and

WHEREAS, Paul Brachle has served on the original board of the Darien Swim and Racquet Club; and

WHEREAS, it has been said “He personifies the qualities that set a person apart from the ordinary citizenry and places him in a separate category of the extraordinarily generous and compassionate; and

WHEREAS, Paul Brachle helped formulate the idea of the St. Thomas Hospice which is currently owned by Hinsdale Hospital; and

WHEREAS Paul Brachle has assisted Boy and Girl Scouts in earning their religious medals; and

WHEREAS, Paul Brachle was part of a Christian community that assisted in establishing a Vietnamese family into the area; and

WHEREAS, it has been said also that, “he is an extraordinary person who embodies the best qualities of a neighbor, citizen, volunteer, Christian, father, spouse and role model; and

WHEREAS, Paul Brachle was ordained a Deacon in the Catholic Church on September 14, 1985; and

WHEREAS, Paul Brachle worked from 1977 to 1987 on the bi-annual financial drive at Benet Academy; and

WHEREAS, Paul Brachle has participated in leading religious education classes, pre-marital counseling, and has helped establish small faith groups in the area; and

WHEREAS, Paul Brachle offers aid to the home-bound and visits residents of three nursing homes; and

WHEREAS, Paul Brachle assists at Mass, baptisms, weddings, wakes, and funerals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS that Paul Brachle be and hereby is designated as the **2010 CITIZEN OF THE YEAR** for the City of Darien, in recognition of his many years of dedicated service to the City of Darien and its residents.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU
PAGE COUNTY, ILLINOIS**, this 16th day of February 2010.

AYES: Alderman Avci, Alderman Galan, Alderman Gattuso, Alderman Marchese, Alderman McIvor,
Alderman Poteraske, Alderman Schauer, Mayor Weaver, Clerk Coleman, Treasurer Coren,
Administrator Vana, Attorney Murphey

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
February 16, 2010

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		\$48,031.45
Water Fund		\$154,853.97
Motor Fuel Tax Fund		\$7,129.44
Water Depreciation Fund		
Darien Area Dispatch Fund		\$544.11
Capital Improvement Fund		
Debt Service Fund		
Special Service Area Tax Fund		
	Subtotal:	<u>\$ 210,558.97</u>
General Fund Payroll	<i>2/11/2010</i>	\$ 220,638.68
Water Fund Payroll	<i>2/11/2010</i>	\$ 17,184.52
D.A.D.C. Payoll	<i>2/11/2010</i>	\$ 23,959.62
	Subtotal:	<u>\$ 261,782.82</u>
Total to be Approved by City Council:		<u>\$ 472,341.79</u>

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 2/2/2010 Through 2/16/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
AIR-RITE HEATING & COOLING	CHECK FURNACE PROBLEM	Maintenance - Building	186.00	4223
BEST QUALITY CLEANING, INC.	FEBRUARY, 2010 JANITORIAL SERVICES	Janitorial Service	1,254.00	4345
EMERALD MARKETING INC.	MARCH/APRIL, 2010 NEIGHBORS OF DARIEN MAGAZINE	Public Relations	3,145.70	4239
GAFFNEY'S PROTECTIVE MAINTENAN	DUCT WORK FOR UTILITY LINE WORK	Consulting/Professional	10,910.00	4325
HOME DEPOT	SUPPLIES	Maintenance - Building	19.74	4223
KING CAR WASH	CAR WASHES	Maintenance - Vehicles	7.50	4229
MUNICIPAL WEB SERVICES	WEBSITE MAINTENANCE - DECEMBER, 2009	Consulting/Professional	493.75	4325
NICOR GAS	SERVICE 1/5/10 - 2/2/10 - 7422 S. CASS - HISTORICAL SOCIETY	Utilities (Elec,Gas,Wtr,Sewer)	273.57	4271
OFFICE DEPOT	SUPPLIES	Supplies - Office	33.60	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	7.12	4253
OFFICE DEPOT	SUPPLIES	Supplies - Office	22.49	4253
PHILLIPS FLOWERS	SYMPATHY ARRANGEMENT - CATHERINE MOESLE	Public Relations	102.90	4239
PM PRINTING INC.	LETTERHEAD ENVELOPES	Printing and Forms	412.50	4235
ROSENTHAL, MURPHEY, COBLENTZ	COSTS ADVANCED	Liability Insurance	42.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS	Liability Insurance	1,890.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	DRY CLEANERS	Liability Insurance	525.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	INLAND	Liability Insurance	525.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	PW NEGOTIATIONS	Liability Insurance	157.50	4219
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES & SIDEWALK SALT	Maintenance - Building	141.12	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES & SIDEWALK SALT	Maintenance - Grounds	585.55	4227

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 2/2/2010 Through 2/16/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
		Total Administration	20,735.54	

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 2/2/2010 Through 2/16/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
AIS	SOUND CAR FOR VIDEO SERVER & SPEAKERS FOR COUNCIL RECORDING	Cable Operations	96.00	4206
		Total City Council	96.00	

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 2/2/2010 Through 2/16/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
DON MORRIS ARCHITECTS P.C.	JANUARY, 2010 INSPECTIONS & PLAN REVIEW	Consulting/Professional	640.00	4325
DON MORRIS ARCHITECTS P.C.	JANUARY, 2010 INSPECTIONS & PLAN REVIEW	Conslt/Prof Reimbursable	835.00	4328
JOSEPH ALGOZINE	JANUARY, 2010 ELECTRICAL INSPECTIONS	Consulting/Professional	500.00	4325
ROSENTHAL, MURPHEY, COBLENTZ	ZONING REVIEW	Liability Insurance	157.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	REIMBURSABLE TARA HILL EASEMENT	Conslt/Prof Reimbursable	1,575.00	4328
SCHOMING LAND SURVEYORS	COMMON LINE BOUNDARY SURVEY	Consulting/Professional	325.00	4325
SCHOMING LAND SURVEYORS	PLAT OF EASEMENT DEDICATION	Consulting/Professional	350.00	4325
		Total Community Development	4,382.50	

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 2/2/2010 Through 2/16/2010

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIRGAS NORTH CENTRAL	CUTTING SUPPLIES	Supplies - Other	76.93	4257
AIRGAS NORTH CENTRAL	OXYGEN & ACETYLENE	Supplies - Other	70.50	4257
AIRGAS NORTH CENTRAL	OXYGEN & ACETYLENE RENTAL	Supplies - Other	27.90	4257
ALLIED MUNICIPAL SUPPLY	STREET SIGN - ALISON LANE	Supplies - Other	64.39	4257
AUTO TRUCK GROUP	QUADPAK 202 POWER SUPPLY #108	Maintenance - Vehicles	94.34	4229
AWP CUSTOM UNIFORMS	UNIFORMS	Uniforms	492.00	4269
BATTERY RENTAL SERVICES, INC.	PROPANE	Supplies - Other	31.40	4257
CINTAS FIRST AID AND SAFETY	FIRST AID	Liability Insurance	165.35	4219
COM ED	STREET LIGHTS	Street Light Oper & Maint.	1,980.97	4359
EMBASSY REFRESHMENT SERVICE	DELIVERY FEE FOR INVOICE 0000070503	Maintenance - Building	1.50	4223
EMBASSY REFRESHMENT SERVICE	COFFEE & COFFEE SUPPLIES	Maintenance - Building	27.95	4223
FIRST ADVANTAGE	DRUG TESTING SELECTIONS	Liability Insurance	40.57	4219
GAFFNEY'S PROTECTIVE MAINTENAN	STREET LIGHT REPAIR - EIGHT LOCATIONS	Street Light Oper & Maint.	616.00	4359
GENE'S TIRE SERVICE, INC.	TIRE REPAIR FOR #203	Maintenance - Equipment	565.32	4225
GENE'S TIRE SERVICE, INC.	NEW TIRES	Maintenance - Vehicles	506.12	4229
HOME DEPOT	SUPPLIES	Maintenance - Building	1,182.48	4223
HOME DEPOT	SUPPLIES	Supplies - Other	303.35	4257
HOME DEPOT	SUPPLIES	Forestry	30.45	4350
INDUSTRIAL ELECTRICAL SUPPLY	BALLAST	Maintenance - Building	180.00	4223
J P MORGAN CHASE BANK NA	MID AMERICAN HORTICULTURE TRADE SHOW	Training and Education	20.00	4263
J P MORGAN CHASE BANK NA	MID-AMERICA HORTICULTURE TRADE SHOW	Training and Education	40.00	4263
KIEFT BROS., INC.	ADJUSTING RINGS	Supplies - Other	60.00	4257
McMASTER-CARR SUPPLY CO.	BEARING	Maintenance - Vehicles	118.80	4229
McMASTER-CARR SUPPLY CO.	SUPPLIES	Supplies - Other	17.80	4257

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 2/2/2010 Through 2/16/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
MID-TOWN PETROLEUM, INC.	5W30 OIL	Vehicle (Gas and Oil)	346.43	4273
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	207.67	4223
O'HARA TRUE VALUE	SUPPLIES	Supplies - Other	59.60	4257
QUALITY SMALL ENGINE SERVICE	SHARPEN SAW CHAINS	Maintenance - Equipment	126.50	4225
R.L. CORTY & CO, INC.	NEW HOSE FOR PRESSURE WASHER	Maintenance - Equipment	159.85	4225
RED WING SHOES	UNIFORMS	Uniforms	35.99	4269
RENDEL'S, INC.	SWITCH	Maintenance - Vehicles	55.26	4229
RENDEL'S, INC.	STRUT	Maintenance - Vehicles	43.96	4229
RENDEL'S, INC.	REPLACE INJECTION PUMP ON #112	Maintenance - Vehicles	2,044.85	4229
RIC MAR INDUSTRIES, INC.	SAFETY GLASSES & SUPPLIES	Liability Insurance	112.50	4219
RIC MAR INDUSTRIES, INC.	SAFETY GLASSES & SUPPLIES	Supplies - Other	163.57	4257
RIC MAR INDUSTRIES, INC.	SPILLY PADS	Supplies - Other	182.60	4257
THOMAS MATHIS	MAILBOX REPLACEMENT REIMBURSEMENT	Supplies - Other	63.56	4257
TRAFFIC CONTROL AND PROTECTION	SIGNS - HOLLY/BROOKBANK	Supplies - Other	457.50	4257
UNIQUE PRODUCTS & SERVICE CORP	TRASH BAGS & PAPER PRODUCTS	Maintenance - Building	271.70	4223
VILLA PARK MATERIALS	REDI MIX FOR 75TH & CASS	Supplies - Other	250.30	4257
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Vehicles	804.89	4229
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	401.86	4229
		Total Public Works, Streets	12,502.71	

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 2/2/2010 Through 2/16/2010

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
COLLEGE OF DU PAGE	TRAINING - FOYLE-PRICE & LISKA	Training and Education	600.00	4263
DARIEN EYE SPECIALISTS	CO-PAY BRETTE GLOMB EYE EXAM	Liability Insurance	10.00	4219
I. D. CHECKING GUIDE	2010 I.D. CHECKING GUIDE	Dues and Subscriptions	308.20	4213
IL SECRETARY OF STATE POLICE	PLATE RENEWAL G536288 - 2004 CROWN VIC - 2FAFP71W54X100853	Maintenance - Vehicles	(79.00)	4229
IL SECRETARY OF STATE POLICE	PLATE RENEWAL G536288 2004 CROWN VICTORIA	Maintenance - Vehicles	99.00	4229
ILLINOIS SECRETARY OF STATE	JAMES TOPEL NOTARY COMMISSION	Liability Insurance	10.00	4219
J P MORGAN CHASE BANK NA	REPLACEMENT OF CANINE BITE SUIT - TOP ONLY	Investigation and Equipment	595.00	4217
J P MORGAN CHASE BANK NA	THUMBDRIVES FOR DETECTIVES	Investigation and Equipment	39.96	4217
J P MORGAN CHASE BANK NA	REPLACEMENT BELT CLIPS FOR NEXTELS	Investigation and Equipment	68.90	4217
J P MORGAN CHASE BANK NA	DETECTIVE ON-LINE SEARCHES	Investigation and Equipment	100.00	4217
J P MORGAN CHASE BANK NA	POWER INVERTER FOR DETECTIVES	Investigation and Equipment	34.99	4217
J P MORGAN CHASE BANK NA	WALL MOUNT BRACKETS FOR WALL PHONES	Maintenance - Building	30.60	4223
J P MORGAN CHASE BANK NA	COMPUTER MANUALS	Maintenance - Equipment	32.16	4225
J P MORGAN CHASE BANK NA	PAGER RENTAL	Rent - Equipment	56.00	4243
J P MORGAN CHASE BANK NA	HANGING FOLDERS	Supplies - Office	22.11	4253
J P MORGAN CHASE BANK NA	DIVIDERS AND 3 RING BOOKS	Supplies - Office	21.16	4253
J P MORGAN CHASE BANK NA	SCISSORS	Supplies - Office	5.64	4253

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 2/2/2010 Through 2/16/2010

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
J P MORGAN CHASE BANK NA	FILE FOLDERS FOR RECORDS DEPT.	Supplies - Office	27.78	4253
J P MORGAN CHASE BANK NA	WALL CALENDAR FOR ROLL CALL ROOM	Supplies - Office	16.99	4253
J P MORGAN CHASE BANK NA	CREDITS	Supplies - Office	(15.96)	4253
J P MORGAN CHASE BANK NA	ENVELOPES & LABELS FOR RECORDS DEPT	Supplies - Office	16.53	4253
J P MORGAN CHASE BANK NA	R. MENZIONE SCHOOL	Travel/Meetings	561.85	4265
J P MORGAN CHASE BANK NA	R. MENZIONE SCHOOL	Travel/Meetings	561.85	4265
J P MORGAN CHASE BANK NA	PIZZAS FOR FIAT CALLOUT (IRIS ARSON)	Travel/Meetings	92.63	4265
J P MORGAN CHASE BANK NA	INTERNET FOR CITY	Telephone	79.90	4267
J P MORGAN CHASE BANK NA	KNIFE - UNIFORM ALLOWANCE	Uniforms	47.94	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - ZIMNY	Uniforms	158.96	4269
KALE UNIFORMS	UNIFORM ALLOWANCE - TOPEL	Uniforms	168.26	4269
KING CAR WASH	CAR WASHES	Maintenance - Vehicles	593.94	4229
LINDA S. PIECZYNSKI	PETITION TO REVOKE CT SUPERV 09TR180300 1/22	Liability Insurance	13.00	4219
LINDA S. PIECZYNSKI	REFERRAL TO SHOPLIFTER'S ANONYMOUS PROGRAM 2009 OV3727 1/25	Liability Insurance	13.00	4219
LINDA S. PIECZYNSKI	RESEARCH RE NEW ORDINANCES, COMMUNICATION W/J. COOPER 1/6	Liability Insurance	91.00	4219
LINDA S. PIECZYNSKI	OVERTIME SESSION 1/7	Liability Insurance	39.00	4219
LINDA S. PIECZYNSKI	CONF W/JENNIFER AT PUBLIC DEFENDER'S OFFICE 09TR103304 1/6	Liability Insurance	26.00	4219

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 2/2/2010 Through 2/16/2010

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
LINDA S. PIECZYNSKI	TRANSMITTAL TO MASK PROGRAM 09TR180301, 9747, 10539 1/25	Liability Insurance	13.00	4219
LINDA S. PIECZYNSKI	TRANSMITTAL TO SMS 09OV10036 1/26	Liability Insurance	13.00	4219
LINDA S. PIECZYNSKI	CONF W/ALFONSO GUTIERREZAGUIRRE 09TR124771 1/12	Liability Insurance	26.00	4219
LINDA S. PIECZYNSKI	CONF W/THOMPSON RE REGISTRATION 1/20	Liability Insurance	26.00	4219
LINDA S. PIECZYNSKI	CONF W/S. COREN RE RV 1/7	Liability Insurance	26.00	4219
LINDA S. PIECZYNSKI	COURT APPEARANCES 1/7, 14, 21 & 28, 2010	Liability Insurance	720.00	4219
LINDA S. PIECZYNSKI	PETITION TO REVOKE CT SUPER 2009TR164959 1/4	Liability Insurance	13.00	4219
LINDA S. PIECZYNSKI	NOTICE OF MOTION 09 TR 98970 1/5	Liability Insurance	26.00	4219
MASTER-BREW	COFFEE SERVICE	Travel/Meetings	109.85	4265
NATIONAL SAFETY COUNCIL	ALIVE AT 25 BOOKS	Public Relations	410.00	4239
NICHOLAS SKWERES	DARE ROLE MODELS LUNCHEON	Travel/Meetings	84.00	4265
NOTARIES ASSOCIATION OF IL	BOND	Liability Insurance	16.00	4219
NOTARIES ASSOCIATION OF IL	MEMBERSHIP FEE	Liability Insurance	8.00	4219
NOTARIES ASSOCIATION OF IL	SELF-INKING STAMP	Liability Insurance	14.00	4219
PHILLIPS FLOWERS	SYMPATHY ARRANGEMENT - CATHERINE MOESLE	Public Relations	62.95	4239
PHILLIPS FLOWERS	SYMPATHY ARRANGEMENT - CATHERINE MOESLE	Public Relations	62.95	4239
PHILLIPS FLOWERS	SYMPATHY ARRANGEMENT - EUGENE SKALA	Public Relations	62.95	4239

CITY OF DARIEN
 Expenditure Journal
 General Fund
 Police Department
 From 2/2/2010 Through 2/16/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
RAY O'HERRON CO. INC OF OBT	SUPPLIES FOR WHITESIDES	Auxiliary Police	28.95	4203
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - COOPER	Uniforms	92.90	4269
RCM DATA CORPORATION	TONER & PARTS FOR XEROX PHASER	Supplies - Office	622.25	4253
ROSENTHAL, MURPHEY, COBLENTZ	CIVILIAN NEGOTIATIONS	Liability Insurance	52.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	MAP NEGOTIATIONS	Liability Insurance	105.00	4219
STEVEN LISS	SUPPLEMENTS FOR QUANTO	Investigation and Equipment	29.98	4217
TRAIN SAFE	RANGE SUPPLIES	Investigation and Equipment	103.00	4217
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	314.16	4223
VERIZON WIRELESS	EVDO	Telephone	817.21	4267
		Total Police Department	8,307.04	

CITY OF DARIEN
 Expenditure Journal
 General Fund
 Business District
 From 2/2/2010 Through 2/16/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALL-STAR MAINTENANCE	REIMBURSABLE SNOW REMOVAL & SALTING AT HERITAGE CENTER	Maintenance - Laundromat ...	1,075.00	4230
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT D	Maintenance - Laundromat ...	(24.15)	4230
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT D 10/27/09 TO 12/23/09	Maintenance - Laundromat ...	22.36	4230
NICOR GAS	SERVICE 1/5/10 - 2/3/10 - 7515 S. CASS, UNIT J	Utilities (Elec,Gas,Wtr,Sewer)	378.89	4271
NICOR GAS	SERVICE 1/5/10 - 2/3/10 - 7515 S. CASS, UNIT D	Utilities (Elec,Gas,Wtr,Sewer)	555.56	4271
		Total Business District	2,007.66	
		Total General Fund	48,031.45	

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 2/2/2010 Through 2/16/2010

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ASSOCIATED TECHNICAL SERVICES	LOCATE LEAK AT 71ST & BENTLEY	Leak Detection	652.50	4326
AWP CUSTOM UNIFORMS	UNIFORMS	Uniforms	224.00	4269
BEST QUALITY CLEANING, INC.	FEBRUARY, 2010 JANITORIAL SERVICES	Maintenance - Building	641.00	4223
CINTAS FIRST AID AND SAFETY	FIRST AID	Liability Insurance	165.35	4219
DUPAGE COUNTY PUBLIC WORKS	METER READING FROM 11/01/09 - 12/31/09	Data Processing	6,572.37	4336
DUPAGE WATER COMMISSION	WATER COSTS	DuPage Water Commission	140,720.82	4340
EMBASSY REFRESHMENT SERVICE	COFFEE & COFFEE SUPPLIES	Maintenance - Building	27.95	4223
EMBASSY REFRESHMENT SERVICE	DELIVERY FEE FOR INVOICE 0000070503	Maintenance - Building	1.50	4223
ENVIRO-TEST & PERRY LABS	WATER TEST	Quality Control	12.00	4241
EXELON ENERGY INC.	2101 W. 75TH STREET, DARIEN 12/17/09 - 1/20/10	Utilities (Elec,Gas,Wtr,Sewer)	43.20	4271
FedEx	MAIL WATER SAMPLES	Postage/Mailings	514.18	4233
HACH COMPANY	WATER SAMPLE SUPPLIES	Quality Control	222.40	4241
HD SUPPLY WATERWORKS	COPPER GASKETS	Maintenance - Water System	16.32	4231
HD SUPPLY WATERWORKS	AIR VENT HOSE	Maintenance - Water System	148.00	4231
HD SUPPLY WATERWORKS	NEW PRATT VALVE	Maintenance - Water System	2,548.60	4231
HOME DEPOT	SUPPLIES	Maintenance - Building	1,337.01	4223
HOME DEPOT	SUPPLIES	Maintenance - Water System	26.61	4231
NICOR GAS	SERVICE 01/04/10 - 02/02/10 1220 PLAINFIELD ROAD	Utilities (Elec,Gas,Wtr,Sewer)	195.90	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	164.28	4223
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Water System	272.68	4231
RED WING SHOES	UNIFORMS	Uniforms	75.60	4269
UNIQUE PRODUCTS & SERVICE CORP	TRASH BAGS & PAPER PRODUCTS	Maintenance - Building	271.70	4223

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 2/2/2010 Through 2/16/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
		Total Public Works, Water	154,853.97	
		Total Water Fund	154,853.97	

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 2/2/2010 Through 2/16/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ED SIEBERT TRUCKING SERVICE	3/4 INCH STONE	Road Material	671.15	4245
NORTH AMERICAN SALT CO.	SALT	Salt	<u>6,458.29</u>	4249
		Total MFT Expenses	<u>7,129.44</u>	
		Total Motor Fuel Tax	7,129.44	

CITY OF DARIEN
Expenditure Journal
Darien Area Dispatch Center
Darien Area Dispatch
From 2/2/2010 Through 2/16/2010

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
COMMUNICATION REVOLVING FUND	DECEMBER, 2009 LEADS CHARGE	Data Processing	503.15	4336
J P MORGAN CHASE BANK NA	PAGERS FOR DISPATCH	Rent - Equipment	20.11	4243
J P MORGAN CHASE BANK NA	HUMIDIFIER FILTERS	Supplies - Office	20.85	4253
		Total Darien Area Dispatch	544.11	
		Total Darien Area Dispatch Center	544.11	
Report Total			210,558.97	



JPMORGAN CHASE BANK NA
 PO BOX 2030
 MAIL SUITE IL1-6225
 ELGIN IL 60121

ACCOUNT NUMBER	[REDACTED]
AMOUNT DUE	\$2,313.98
CURRENT BALANCE	\$2,313.98

Remit To: JPMORGAN CHASE BANK NA
 P.O. BOX 94016
 PALATINE, IL 60094-4016

AMOUNT ENCLOSED	\$2313.98
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CITY OF DARIEN
 PAUL NOSEK
 1702 PLAINFIELD RD
 DARIEN IL 60561-5044

**T0000161



PLEASE TEAR PAYMENT COUPON AT PERFORATION

STATEMENT MESSAGES

COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: CITY OF DARIEN
 ACCOUNT NUMBER: [REDACTED]

CLOSING DATE	01-20-10	PREVIOUS BALANCE	3,257.45
CREDIT LIMIT	300,000	PURCHASES AND OTHER CHARGES	2,512.95
AVAILABLE CREDIT	297,686	CASH ADVANCES	.00
		CREDITS	15.96
FOR CUSTOMER SERVICE CALL:		PAYMENTS	3,440.46-
1-800-316-6056		LATE PAYMENT CHARGES	.00
SEND BILLING INQUIRIES TO:		CASH ADVANCE FEE	.00
JPMORGAN CHASE BANK NA		FINANCE CHARGES	.00
COMMERCIAL CARD SOLUTIONS		NEW BALANCE	2,313.98
P.O. BOX 2015		TOTAL PAYMENT DUE	2,313.98
MAIL SUITE IL1-6225		DISPUTED AMOUNT	.00
ELGIN, IL 60121			



ACCT. NUMBER: 5405 0179 0004 9499

CITY OF DARIEN

COMMERCIAL ACCOUNT ACTIVITY

CITY OF DARIEN TOTAL COMMERCIAL ACTIVITY \$3,440.46CR

ACCOUNTING CODE:

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-04	01-04	75405010004050600360054	PAYMENT RECEIVED - THANK YOU	3,440.46 PY

INDIVIDUAL CARDHOLDER ACTIVITY

JOHN B COOPER CREDITS \$0.00 PURCHASES \$68.90 CASH ADV \$0.00 TOTAL ACTIVITY \$68.90

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-11	01-08	55541860009004026347641	MOTOROLA, INC. - ONLIN 800-814-0601 IL 01-40-4217	68.90
Total Purchasing Activity				\$68.90

Belt Clips for Nextz

DIANE L DALY CREDITS \$0.00 PURCHASES \$40.96 CASH ADV \$0.00 TOTAL ACTIVITY \$40.96

ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-31	12-29	55420369364670309890692	LASKO PRODUCTS, INC. WEST CHESTER PA 15-45-4253	20.85
Total Purchasing Activity				\$20.85

Humidifier Filters

Telecommunication Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-12	01-11	55432860011000310605361	AMERICAN MESSAGING 888-247-7890 TX 15-45-4243	20.11
Total Activity				\$20.11

Dropped Pager

SARAH FALCO CREDITS \$0.00 PURCHASES \$92.63 CASH ADV \$0.00 TOTAL ACTIVITY \$92.63

ACCOUNTING CODE:

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-24	12-22	55460299357556011600470	HOME RUN INN DARIEN DARIEN IL 01-40-4265	92.63
Total Travel Activity				\$92.63

Pizzas for FIAT called

DAVID E SKALA CREDITS \$0.00 PURCHASES \$595.00 CASH ADV \$0.00 TOTAL ACTIVITY \$595.00

ACCOUNTING CODE:



18430200 - 000615 - 0003 - 0004 - 2

ACCT. NUMBER: [REDACTED] CITY OF DARIEN

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-11	01-07	85504990008900013103202	CANINE CONSULTANTS INC INMAN SC 01-40-4217	595.00
Total Purchasing Activity				\$595.00

Top-Canine bite SWD

EDWARD P RENTKA [REDACTED]	CREDITS \$0.00	PURCHASES \$120.06	CASH ADV \$0.00	TOTAL ACTIVITY \$120.06
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-28	12-23	85418369358118000140255	L A POLICE GEAR INC 661-2949499 CA P.O.S.: 0000000000000000 SALES TAX: 0.00	01-40-4269 47.94
01-11	01-11	55432860011000217410600	SYX*TIGERDIRECTINC 800-888-4437 FL P.O.S.: W94177440101 SALES TAX: 0.00	01-40-4217 39.96
01-13	01-13	55432860013000500201342	AMAZON.COM AMZN.COM/BILL WA P.O.S.: 103-6257294-38802 SALES TAX: 0.00	01-40-4275 16.09
01-14	01-13	55432860013000608249706	AMAZON.COM AMZN.COM/BILL WA P.O.S.: 103-6257294-38802 SALES TAX: 0.00	01-40-4275 16.07
Total Purchasing Activity				\$120.06

*Uniform Allowance
Thumbdrives
Computer Manual
Computer Manual*

DANIEL GOMBAC [REDACTED]	CREDITS \$0.00	PURCHASES \$60.00	CASH ADV \$0.00	TOTAL ACTIVITY \$60.00
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ACCOUNTING CODE:

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-18	01-14	75480320015454270701613	MID-AMERICA HORTICULTU WAUCONDA IL P.O.S.: 2798292898 SALES TAX: 0.00	01-30-4263 40.00
01-18	01-15	75480320016454270700523	MID-AMERICA HORTICULTU WAUCONDA IL P.O.S.: 2799396920 SALES TAX: 0.00	01-30-4263 20.00
Total Purchasing Activity				\$60.00

*Horticulture Trade Show
Horticulture Trade Show*

PHILIP ROBINSON [REDACTED]	CREDITS \$0.00	PURCHASES \$30.60	CASH ADV \$0.00	TOTAL ACTIVITY \$30.60
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ACCOUNTING CODE:

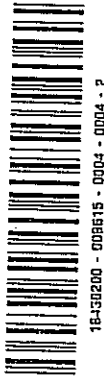
Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-08	01-07	25536060008101002524546	CPI COMMUNICATIONS WYLIE TX P.O.S.: 0001001070013787 SALES TAX: 0.00	01-40-4223 30.60
Total Purchasing Activity				\$30.60

Wall mount bracket

CAROL KOPTA [REDACTED]	CREDITS \$15.96	PURCHASES \$1,504.80	CASH ADV \$0.00	TOTAL ACTIVITY \$1,488.84
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ACCOUNTING CODE:



ACCT. NUMBER: [REDACTED]

CITY OF DARIEN

INDIVIDUAL CARDHOLDER ACTIVITY

Purchasing Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
12-24	12-22	05436849357074356795978	OFFICE DEPOT #1105 800-463-3768 IL P.O.S.: 502201362 SALES TAX: 0.00	16.53
01-04	12-30	05436849365085372119332	OFFICE DEPOT #1105 800-463-3768 IL P.O.S.: 502688419 SALES TAX: 0.00	27.78
01-06	01-04	05436840005091539912044	OFFICE DEPOT #1105 800-463-3768 IL P.O.S.: 502997563 SALES TAX: 0.00	16.99
01-06	01-04	55536070005556198300515	VOLTAGE CONVERTERS.C 866-220-8658 NC P.O.S.: 327520 SALES TAX: 0.00	34.99
01-11	01-08	05436840011098681980796	OFFICE DEPOT #1090 800-463-3768 MA P.O.S.: 503822799 SALES TAX: 0.00	22.11
01-13	01-11	05436840012100291293591	OFFICE DEPOT #1105 800-463-3768 IL P.O.S.: 504030537 SALES TAX: 0.00	21.16
01-13	01-11	05436840012100291293674	OFFICE DEPOT #1105 800-463-3768 IL P.O.S.: NONE SALES TAX: 0.00	15.96 CR
01-13	01-11	05436840012100291293757	OFFICE DEPOT #1170 800-463-3768 OH P.O.S.: 504030682 SALES TAX: 0.00	5.64
01-14	01-13	55464940013200904400067	SEISINT DBA ACCURIN 08883328244 FL P.O.S.: VSHA4CDEF759 SALES TAX: 0.00	100.00
01-19	01-19	55432860019000375040779	COMCAST CABLE COMM 800-COMCAST IL	79.90
Total Purchasing Activity				\$309.14

Telecommunication Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-12	01-11	55432860011000310605551	AMERICAN MESSAGING 888-247-7890 TX	56.00
Total Activity				\$56.00

Travel Activity

Post Date	Tran Date	Reference Number	Transaction Description	Amount
01-11	01-08	55417340009730099206041	HILTON GARDEN INN EVNS EVANSTON IL ARRIVAL: 01-03-10	561.85
01-18	01-15	55417340016150162823500	HILTON GARDEN INN EVNS EVANSTON IL ARRIVAL: 01-10-10	561.85
Total Travel Activity				\$1,123.70

Envelopes
File Folders
Calendar
Power Inverter
Folders
Binders
Scissors
On line search
Internet

Pager Rental

Manzione School
Manzione School

CITY OF DARIEN -- CASH RESERVES
January 31, 2010

FUND	FUND NAME	TOTAL
01	General Fund	\$ 1,528,555.49
02	Water Fund	\$ (73,757.17)
03	MFT Fund	\$ (89,000.66)
05	Impact Fees Fund	\$ 12,589.63
10	Special Service Area Tax Fund	\$ 15,002.78
11	Drug Forfeiture Fund	\$ 9,358.38
12	Water Depreciation Fund	\$ 582,823.70
15	D.A.D.C. Fund	\$ 714,594.79
16	Escrow Fund	\$ 25.87
18	Drug Seizure Fund	\$ 9,629.10
21	Road Improvement Fund	\$ 35,491.29
25	Capital Improvement Fund	\$ 722,830.98
35	Debt Service Fund	\$ 39,579.95
	TOTAL	\$ 3,507,724.13

Prior Month Cash Balance **\$ 4,045,801.61**

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - 1.51%	\$ 10,848.99
Republic Bank Now Account - 1.51%	\$ 2,565,621.68
Republic Bank Operating Account	\$ (135,112.43)
Republic Bank Payroll Account - Zero Balance Acct	\$ (39,727.82)
Illinois Funds Money Market Account - .097%	\$ 23,372.35
IMET Investment Fund - .51%	\$ 51,493.57
Republic Bank CD - 2.35% maturing 05/1/10	\$ 1,031,227.79
	TOTAL
	<u>\$ 3,507,724.13</u>

	<u>Market Value</u>	
Bank of America - Collateral for Republic Bank	\$	4,975,746

**CITY OF DARIEN
REVENUE AND EXPENDITURE REPORT SUMMARY
January 31, 2010**

GENERAL FUND - (01)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 811,637	\$ 9,061,973	\$ 11,695,605
Expenditures	\$ 980,065	\$ 9,027,731	\$ 12,105,182

Audited 5/1/09 Opening Fund Balance: \$ 2,879,065
 Current Fund Balance: \$ 2,913,306

WATER FUND - (02)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 9,006	\$ 2,390,007	\$ 3,711,576
Expenditures	\$ 400,861	\$ 2,914,946	\$ 4,016,115

Audited 5/1/09 Cash Balance \$ 450,955
 Current Cash Balance: \$ (73,984)

MOTOR FUEL TAX FUND - (03)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 48,578	\$ 459,042	\$ 678,800
Expenditures	\$ 116,866	\$ 391,420	\$ 642,400

Audited 5/1/09 Opening Fund Balance: \$ (111,848)
 Current Fund Balance: \$ (44,227)

WATER DEPRECIATION FUND (12)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 527	\$ 15,120	\$ 20,000
Expenditures	\$ -	\$ 68,470	\$ 194,680

Audited 5/1/09 Cash Balance \$ 636,174
 Current Cash Balance: \$ 582,824

CAPITAL IMPROVEMENT FUND (25)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 63,555	\$ 287,034	\$ 214,794
Expenditures	\$ -	\$ 2,179,189	\$ 2,580,354

Audited 5/1/09 Cash Balance \$ 2,690,998
 Current Fund Balance: \$ 798,844

CAPITAL PROJECTS DEBT SERVICE FUND (35)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 20,011	\$ 105,429	\$ 106,500
Expenditures	\$ -	\$ 504,000	\$ 504,000

Audited 5/1/09 Cash Balance \$ 440,285
 Current Fund Balance: \$ 41,714

	Current Actual Year to Date	Current Budgeted F.Y.E. '10	Prior Year Actual Through Jan 09
Property Tax Collections	\$ 2,260,282	\$ 1,908,947	\$ 1,646,326
Sales Tax Collections	\$ 3,126,872	\$ 4,471,343	\$ 3,389,811

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 0.00	200,000.00	1,975,233.24	1,903,947.00	1,903,947.00	71,286.24	(3.74)%
Real Estate Taxes - Prior	3111 88.35	0.00	88.35	0.00	0.00	88.35	0.00%
Road and Bridge Tax	3120 1,619.23	21,484.00	179,831.46	176,484.00	176,484.00	3,347.46	(1.89)%
Municipal Utility Tax	3130 86,774.98	27,710.00	322,213.17	249,390.00	332,520.00	(10,306.83)	3.09%
Amusement Tax	3140 5,586.57	8,820.00	84,347.66	79,380.00	105,840.00	(21,492.34)	20.30%
Hotel/Motel Tax	3150 1,963.93	3,756.67	26,138.07	33,810.03	45,080.00	(18,941.93)	42.01%
Personal Property Tax	3425 826.16	1,375.00	4,951.55	4,125.00	5,500.00	(548.45)	9.97%
Total Taxes	96,859.22	263,145.67	2,592,803.50	2,447,136.03	2,569,371.00	23,432.50	(0.91)%
License, Permits, Fees							
Business Licenses	3210 25.00	0.00	5,370.00	0.00	44,000.00	(38,630.00)	87.79%
Liquor License	3212 0.00	0.00	41,135.00	39,004.00	39,004.00	2,131.00	(5.46)%
Contractor Licenses	3214 180.00	0.00	12,810.00	14,000.00	15,000.00	(2,190.00)	14.60%
Court Fines	3216 11,933.67	12,495.00	139,364.31	112,455.00	149,940.00	(10,585.69)	7.05%
Ordinance Fines	3230 1,800.00	2,978.92	27,906.00	26,810.28	35,747.00	(7,841.00)	21.93%
Building Permits and Fees	3240 1,005.00	9,800.00	80,211.50	88,200.00	117,600.00	(37,388.50)	31.79%
Telecommunication Taxes	3242 27,067.09	26,868.33	246,079.29	241,814.97	322,420.00	(76,340.71)	23.67%
Cable T.V. Franchise Fee	3244 0.00	19,600.00	200,590.37	176,400.00	235,200.00	(34,609.63)	14.71%
PEG - Fees - AT&T	3245 0.00	0.00	3,708.00	0.00	0.00	3,708.00	0.00%
NICOR Franchise Fee	3246 45,347.57	3,333.33	45,347.57	29,999.97	40,000.00	5,347.57	(13.36)%
Public Hearing Fees	3250 0.00	0.00	4,012.41	4,900.00	4,900.00	(887.59)	18.11%
Elevator Inspections	3255 0.00	500.00	2,250.00	3,000.00	3,548.00	(1,298.00)	36.58%
Public Improvement Permit Fee	3260 0.00	305.67	4,625.00	2,751.03	3,668.00	957.00	(26.09)%
Engineering/Prof Fee Reimb	3265 540.00	4,608.83	36,317.40	41,479.47	55,306.00	(18,988.60)	34.33%
Legal Fee Reimbursement	3266 787.50	41.67	787.50	375.03	500.00	287.50	(57.50)%
D.U.I. Technology Fines	3267 700.00	833.33	1,322.30	7,499.97	10,000.00	(8,677.70)	86.77%
Police Special Service	3268 3,973.13	13,720.00	99,753.39	123,480.00	164,640.00	(64,886.61)	39.41%
Stormwater Management Fees	3270 50.00	41.67	6,718.10	375.03	500.00	6,218.10	(1,243.62)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund

From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total License, Permits, Fees	93,408.96	95,126.75	958,298.14	912,544.75	1,241,973.00	(283,674.86)	22.84%
Charges for Services							
Inspections/Tap on/Permits							
Total Charges for Services	3320	0.00	2,225.00	2,342.97	3,124.00	(899.00)	28.77%
Intergovernmental							
State Income Tax	3410	167,474.29	1,300,549.70	1,639,014.03	2,185,352.00	(884,802.30)	40.48%
Local Use Tax	3420	21,536.58	210,297.55	249,729.03	332,972.00	(122,674.45)	36.84%
Sales Taxes	3430	367,480.87	3,126,872.48	3,353,507.28	4,471,343.00	(1,344,470.52)	30.06%
Total Intergovernmental		556,491.74	4,637,719.73	5,242,250.34	6,989,667.00	(2,351,947.27)	33.65%
Other Revenue							
DADC Administration Fee	3450	0.00	0.00	7,499.97	10,000.00	(10,000.00)	100.00%
Interest Income	3510	2,452.31	44,934.69	37,500.03	50,000.00	(5,065.31)	10.13%
Gain/Loss on Investment	3515	63.97	179.34	0.00	0.00	179.34	0.00%
Water Share Expense	3520	20,833.34	187,500.06	187,499.97	250,000.00	(62,499.94)	24.99%
Police Report/Prints	3534	0.00	4,554.65	3,363.75	4,485.00	69.65	(1.55)%
DARE Contribution	3536	0.00	6,025.00	0.00	0.00	6,025.00	0.00%
Grants	3560	0.00	22,816.56	0.00	0.00	22,816.56	0.00%
Rents	3561	21,775.36	192,513.12	186,925.50	249,234.00	(56,720.88)	22.75%
Other Reimbursements	3562	0.44	105,492.32	74,999.97	100,000.00	5,492.32	(5.49)%
Residential Concrete Reimb	3563	0.00	56,538.15	0.00	0.00	56,538.15	0.00%
Miscellaneous - Reimbursable	3568	0.00	14,563.89	0.00	0.00	14,563.89	0.00%
Mail Box Reimbursement Program	3569	145.76	2,332.16	0.00	0.00	2,332.16	0.00%
Sale of Equipment	3575	0.00	59,631.95	0.00	0.00	59,631.95	0.00%
Miscellaneous Revenue	3580	918.68	25,945.09	11,250.00	15,000.00	10,945.09	(72.96)%
Transfer from Other Funds	3612	0.00	13,027.00	0.00	0.00	13,027.00	0.00%
Total Other Revenue		46,189.86	736,053.98	509,039.19	678,719.00	57,334.98	(8.45)%
Total Revenue		792,949.78	8,927,100.35	9,113,313.28	11,482,854.00	(2,555,753.66)	22.26%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue

Revenue
Water Fund

From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Charges for Services							
Water Sales	3310 0.00	0.00	2,334,922.86	2,475,000.00	3,684,576.00	(1,349,653.14)	36.62%
Inspections/Tap on/Permits	3320 3,403.00	1,041.67	23,587.42	9,375.03	12,500.00	11,087.42	(88.69)%
Sale of Meters	3325 0.00	375.00	2,444.00	3,375.00	4,500.00	(2,056.00)	45.68%
Other Water Sales	3390 8,740.83	416.67	22,904.67	3,750.03	5,000.00	17,904.67	(358.09)%
Total Charges for Services	12,143.83	1,833.34	2,383,858.95	2,491,500.06	3,706,576.00	(1,322,717.05)	36.69%
Other Revenue							
Interest Income	3510 265.12	416.67	6,148.36	3,750.03	5,000.00	1,148.36	(22.96)%
Other Reimbursements	3562 (3,403.00)	0.00	0.00	0.00	0.00	0.00	0.00%
Total Other Revenue	(3,137.88)	416.67	6,148.36	3,750.03	5,000.00	1,148.36	(22.97)%
Total Revenue	9,005.95	2,250.01	2,390,007.31	2,495,250.09	3,711,576.00	(1,321,568.69)	35.61%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Motor Fuel Tax
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Intergovernmental							
MFT Allotment	3440	48,577.86	56,416.67	458,999.79	507,750.03	677,000.00	32.20%
Total Intergovernmental		48,577.86	56,416.67	458,999.79	507,750.03	677,000.00	32.20%
Other Revenue							
Interest Income	3510	0.00	150.00	41.98	1,350.00	1,800.00	97.66%
Total Other Revenue		0.00	150.00	41.98	1,350.00	1,800.00	97.67%
Total Revenue		48,577.86	56,566.67	459,041.77	509,100.03	678,800.00	32.37%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Impact Fee Agency Fund
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510	10.68	239.93	0.00	0.00	239.93	0.00%
Total Other Revenue		10.68	239.93	0.00	0.00	239.93	0.00%
Total Revenue		10.68	239.93	0.00	0.00	239.93	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Special Service Area Tax Fund
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 35.46	1,250.00	5,054.60	5,000.00	5,000.00	54.60	(1.09)%
Total Taxes	35.46	1,250.00	5,054.60	5,000.00	5,000.00	54.60	(1.09)%
Other Revenue							
Interest Income	3510 13.77	0.00	424.74	0.00	0.00	424.74	0.00%
Total Other Revenue	13.77	0.00	424.74	0.00	0.00	424.74	0.00%
Total Revenue	49.23	1,250.00	5,479.34	5,000.00	5,000.00	479.34	(9.59)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Drug Forfeiture Fund
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510	0.00	278.91	0.00	0.00	278.91	0.00%
Drug Forfeiture Receipts	3538	0.00	3,332.56	0.00	0.00	3,332.56	0.00%
Total Other Revenue	<u>7.95</u>	<u>0.00</u>	<u>3,611.47</u>	<u>0.00</u>	<u>0.00</u>	<u>3,611.47</u>	<u>0.00%</u>
Total Revenue	7.95	0.00	3,611.47	0.00	0.00	3,611.47	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Depreciation Fund
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 499.92	1,666.67	15,043.21	15,000.03	20,000.00	(4,956.79)	24.78%
Gain/Loss on Investment	3515 27.41	0.00	76.85	0.00	0.00	76.85	0.00%
Total Other Revenue	<u>527.33</u>	<u>1,666.67</u>	<u>15,120.06</u>	<u>15,000.03</u>	<u>20,000.00</u>	<u>(4,879.94)</u>	<u>24.40%</u>
Total Revenue	<u>527.33</u>	<u>1,666.67</u>	<u>15,120.06</u>	<u>15,000.03</u>	<u>20,000.00</u>	<u>(4,879.94)</u>	<u>24.40%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue

Darien Area Dispatch Center
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 585.93	0.00	18,941.01	0.00	0.00	18,941.01	0.00%
Total Other Revenue	585.93	0.00	18,941.01	0.00	0.00	18,941.01	0.00%
DADC Revenue							
Dispatch Fee - Darien	3810 34,886.59	34,886.58	314,475.54	313,979.22	418,639.00	(104,163.46)	24.88%
Dispatch Fee - Lisle	3811 39,182.59	39,182.58	352,643.24	352,643.22	470,191.00	(117,547.76)	25.00%
Total DADC Revenue	74,069.18	74,069.16	667,118.78	666,622.44	888,830.00	(221,711.22)	24.94%
Total Revenue	74,655.11	74,069.16	686,059.79	666,622.44	888,830.00	(202,770.21)	22.81%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Drug Seizures Fund
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 19.26	0.00	136.55	0.00	0.00	136.55	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>19.26</u>	<u>0.00</u>	<u>2,878.99</u>	<u>0.00</u>	<u>0.00</u>	<u>2,878.99</u>	<u>0.00%</u>
Total Revenue	19.26	0.00	2,878.99	0.00	0.00	2,878.99	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Road Improvement Fund
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510	0.00	593.48	0.00	0.00	593.48	0.00%
Total Other Revenue	<u>30.12</u>	<u>0.00</u>	<u>593.48</u>	<u>0.00</u>	<u>0.00</u>	<u>593.48</u>	<u>0.00%</u>
Total Revenue	<u>30.12</u>	<u>0.00</u>	<u>593.48</u>	<u>0.00</u>	<u>0.00</u>	<u>593.48</u>	<u>0.00%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Capital Improvement Fund
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110	0.00	180,000.00	195,294.00	199,794.00	(19,794.00)	9.90%
Total Taxes		0.00	180,000.00	195,294.00	199,794.00	(19,794.00)	9.91%
Other Revenue							
Interest Income	3510	613.44	44,092.61	11,250.00	15,000.00	29,092.61	(193.95)%
Grants	3560	62,941.71	62,941.71	0.00	0.00	62,941.71	0.00%
Total Other Revenue		63,555.15	107,034.32	11,250.00	15,000.00	92,034.32	(613.56)%
Total Revenue		63,555.15	287,034.32	206,544.00	214,794.00	72,240.32	(33.63)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Debt Service Fund
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 19,994.19	0.00	99,994.19	104,000.00	104,000.00	(4,005.81)	3.85%
Total Taxes	19,994.19	0.00	99,994.19	104,000.00	104,000.00	(4,005.81)	3.85%
Other Revenue							
Interest Income	3510 16.60	200.00	5,434.71	1,800.00	2,500.00	2,934.71	(117.38)%
Total Other Revenue	16.60	200.00	5,434.71	1,800.00	2,500.00	2,934.71	(117.39)%
Total Revenue	20,010.79	200.00	105,428.90	105,800.00	106,500.00	(1,071.10)	1.01%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Business District
General Fund

From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Rents	3561 16,900.00	17,562.50	122,516.20	158,062.50	210,750.00	(88,233.80)	41.86%
Taxes - Reimbursable	3564 0.00	166.67	0.00	1,500.03	2,000.00	(2,000.00)	100.00%
Maintenance - Reimbursable	3567 1,788.57	0.00	5,635.59	0.00	0.00	5,635.59	0.00%
Operations Revenue	3576 786.26	0.00	7,507.91	0.00	0.00	7,507.91	0.00%
Total Other Revenue	<u>19,474.83</u>	<u>17,729.17</u>	<u>135,659.70</u>	<u>159,562.53</u>	<u>212,750.00</u>	<u>(77,090.30)</u>	<u>36.24%</u>
Total Revenue	<u>19,474.83</u>	<u>17,729.17</u>	<u>135,659.70</u>	<u>159,562.53</u>	<u>212,750.00</u>	<u>(77,090.30)</u>	<u>36.24%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
4010 Salaries	41,802.05	59,076.93	392,997.39	393,846.20	512,000.00	119,002.61	23.24%
4030 Overtime	(3,314.59)	250.00	0.00	2,250.00	3,000.00	3,000.00	100.00%
Total Salaries	38,487.46	59,326.93	392,997.39	396,096.20	515,000.00	122,002.61	23.69%
Benefits							
4110 Social Security	2,374.76	2,500.00	21,605.50	22,500.00	30,000.00	8,394.50	27.98%
4111 Medicare	555.37	666.67	5,776.72	6,000.03	8,000.00	2,223.28	27.79%
4115 I.M.R.F.	4,168.19	4,500.00	39,782.09	40,500.00	54,000.00	14,217.91	26.32%
4120 Medical/Life Insurance	5,776.46	6,666.67	50,511.14	60,000.03	80,000.00	29,488.86	36.86%
4135 Supplemental Pensions	1,654.68	2,100.00	17,285.20	18,900.00	25,200.00	7,914.80	31.40%
Total Benefits	14,529.46	16,433.34	134,960.65	147,900.06	197,200.00	62,239.35	31.56%
Materials and Supplies							
4213 Dues and Subscriptions	195.00	240.00	3,043.75	2,160.00	2,880.00	(163.75)	(5.68)%
4219 Liability Insurance	35,629.92	46,094.33	43,355.97	54,348.97	57,632.00	14,276.03	24.77%
4221 Legal Notices	0.00	708.33	5,021.62	6,374.97	8,500.00	3,478.38	40.92%
4223 Maintenance - Building	1,016.67	791.67	4,618.45	7,125.03	9,500.00	4,881.55	51.38%
4225 Maintenance - Equipment	0.00	875.00	7,812.35	7,875.00	10,500.00	2,687.65	25.59%
4227 Maintenance - Grounds	2,259.76	333.33	7,758.98	2,999.97	4,000.00	(3,758.98)	(93.97)%
4233 Postage/Mailings	0.00	500.00	1,912.19	4,500.00	6,000.00	4,087.81	68.13%
4235 Printing and Forms	4.00	291.67	1,331.74	3,625.03	4,500.00	3,168.26	70.40%
4239 Public Relations	0.00	1,666.67	22,396.93	27,733.35	40,800.00	18,403.07	45.10%
4243 Rent - Equipment	585.00	200.00	2,196.97	1,800.00	2,400.00	203.03	8.45%
4253 Supplies - Office	462.10	916.67	6,867.09	8,250.03	11,000.00	4,132.91	37.57%
4255 Supplies - Operation	(305.98)	0.00	0.00	0.00	0.00	0.00	0.00%
4257 Supplies - Other	211.21	375.00	2,337.80	3,375.00	4,500.00	2,162.20	48.04%
4263 Training and Education	95.00	0.00	595.00	2,500.04	2,500.00	1,905.00	76.20%
4265 Travel/Meetings	0.00	58.33	61.45	1,274.97	1,500.00	1,438.55	95.90%
4267 Telephone	4,360.21	5,058.33	38,663.39	45,524.97	60,700.00	22,036.61	36.30%
4269 Uniforms	0.00	0.00	212.93	0.00	275.00	62.07	22.57%
4271 Utilities (Elec, Gas, Wtr, Sewer)	239.11	166.67	1,398.46	1,500.03	2,000.00	601.54	30.07%
4273 Vehicle (Gas and Oil)	530.14	575.00	3,342.77	5,175.00	6,900.00	3,557.23	51.55%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
ESDA	4279	0.00	0.00	1,500.03	2,000.00	2,000.00	100.00%
Total Materials and Supplies	45,282.14	59,017.67	152,927.84	187,642.39	238,087.00	85,159.16	35.77%
Contractual							
Audit	4320	0.00	16,229.00	16,229.00	16,229.00	0.00	0.00%
Consulting/Professional	4325	33,285.09	53,985.40	70,087.50	93,450.00	39,464.60	42.23%
Consl/Prof Reimbursable	4328	(682.41)	0.00	0.00	0.00	0.00	0.00%
Contingency	4330	0.00	4,606.10	3,333.37	5,000.00	393.90	7.87%
Janitorial Service	4345	1,254.00	11,486.00	13,500.00	18,000.00	6,514.00	36.18%
Total Contractual	33,856.68	9,287.50	86,306.50	103,149.87	132,679.00	46,372.50	34.95%
Capital Outlay							
Equipment	4815	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	132,155.74	144,065.44	768,392.38	836,288.52	1,084,466.00	316,073.62	29.15%
Total	(132,155.74)	(144,065.44)	(768,392.38)	(836,288.52)	(1,084,466.00)	(316,073.62)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
City Council
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
4010	3,562.50	3,562.08	31,462.50	32,058.72	42,745.00	11,282.50	26.39%
Total Salaries	3,562.50	3,562.08	31,462.50	32,058.72	42,745.00	11,282.50	26.39%
Benefits							
4110	220.88	221.67	1,950.72	1,995.03	2,660.00	709.28	26.66%
4111	51.67	51.67	456.33	465.03	620.00	163.67	26.39%
4115	113.72	158.33	939.47	1,424.97	1,900.00	960.53	50.55%
Total Benefits	386.27	431.67	3,346.52	3,885.03	5,180.00	1,833.48	35.40%
Materials and Supplies							
4205	79.36	250.00	999.88	2,250.00	3,000.00	2,000.12	66.67%
4206	0.00	208.33	562.50	1,874.97	2,500.00	1,937.50	77.50%
4207	75.00	0.00	0.00	0.00	0.00	0.00	0.00%
4213	0.00	33.33	0.00	299.97	400.00	400.00	100.00%
4219	8,907.00	29,071.95	32,803.99	47,357.95	59,858.00	27,054.01	45.19%
4239	(75.00)	1,175.00	10,719.49	10,075.00	13,600.00	2,880.51	21.18%
4265	0.00	79.17	243.74	712.53	950.00	706.26	74.34%
Total Materials and Supplies	8,986.36	30,817.78	45,329.60	62,570.42	80,308.00	34,978.40	43.56%
Contractual							
4325	482.50	2,666.67	26,844.75	24,000.03	32,000.00	5,155.25	16.11%
4366	1,500.00	0.00	2,000.00	2,200.00	2,200.00	200.00	9.09%
Total Contractual	1,982.50	2,666.67	28,844.75	26,200.03	34,200.00	5,355.25	15.66%
Capital Outlay							
Equipment	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	14,917.63	37,478.20	115,906.37	131,714.20	169,433.00	53,526.63	31.59%
Total	(14,917.63)	(37,478.20)	(115,906.37)	(131,714.20)	(169,433.00)	(53,526.63)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Community Development
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
4010 Salaries	21,719.66	29,769.24	203,610.23	198,461.60	258,000.00	54,389.77	21.08%
4030 Overtime	0.00	166.67	1,267.42	1,500.03	2,000.00	732.58	36.62%
Total Salaries	21,719.66	29,935.91	204,877.65	199,961.63	260,000.00	55,122.35	21.20%
Benefits							
4110 Social Security	1,307.08	1,225.00	11,045.84	11,025.00	14,700.00	3,654.16	24.85%
4111 Medicare	305.69	325.00	2,848.00	2,925.00	3,900.00	1,052.00	26.97%
4115 I.M.R.F.	2,352.24	2,200.00	20,058.91	19,800.00	26,400.00	6,341.09	24.01%
4120 Medical/Life Insurance	3,123.44	2,583.33	28,694.83	23,249.97	31,000.00	2,305.17	7.43%
4135 Supplemental Pensions	184.60	300.00	1,846.00	2,700.00	3,600.00	1,754.00	48.72%
Total Benefits	7,273.05	6,633.33	64,493.58	59,699.97	79,600.00	15,106.42	18.98%
Materials and Supplies							
4205 Boards and Commissions	0.00	191.67	1,140.00	1,725.03	2,300.00	1,160.00	50.43%
4213 Dues and Subscriptions	0.00	83.33	675.00	749.97	1,000.00	325.00	32.50%
4219 Liability Insurance	26,722.44	44,740.67	33,782.94	48,074.03	49,324.00	15,541.06	31.50%
4229 Maintenance - Vehicles	0.00	158.33	679.56	1,424.97	1,900.00	1,220.44	64.23%
4233 Postage/Mailings	0.00	0.00	1,000.00	0.00	0.00	(1,000.00)	0.00%
4235 Printing and Forms	0.00	273.33	2.20	2,459.97	3,280.00	3,277.80	99.93%
4253 Supplies - Office	0.00	50.00	17.27	450.00	600.00	582.73	97.12%
4263 Training and Education	0.00	0.00	0.00	1,299.96	1,300.00	1,300.00	100.00%
4265 Travel/Meetings	0.00	0.00	40.00	750.00	750.00	710.00	94.66%
4273 Vehicle (Gas and Oil)	80.61	175.00	1,405.79	1,575.00	2,100.00	694.21	33.05%
Total Materials and Supplies	26,803.05	45,672.33	38,742.76	58,508.93	62,554.00	23,811.24	38.07%
Contractual							
4325 Consulting/Professional	2,215.00	5,750.00	25,071.40	51,750.00	69,000.00	43,928.60	63.66%
4328 Consil/Prof Reimbursable	920.00	5,333.33	47,433.94	47,999.97	64,000.00	16,566.06	25.88%
Total Contractual	3,135.00	11,083.33	72,505.34	99,749.97	133,000.00	60,494.66	45.48%
Total Expenditures	58,930.76	93,324.90	380,619.33	417,920.50	535,154.00	154,534.67	28.88%
Total	(58,930.76)	(93,324.90)	(380,619.33)	(417,920.50)	(535,154.00)	(154,534.67)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
4010 Salaries	29,537.68	52,603.86	348,380.13	350,692.40	455,900.00	107,519.87	23.58%
4030 Overtime	13,334.40	8,333.33	60,737.18	74,999.97	100,000.00	39,262.82	39.26%
Total Salaries	42,872.08	60,937.19	409,117.31	425,692.37	555,900.00	146,782.69	26.40%
Benefits							
4110 Social Security	4,077.31	6,000.00	38,220.94	40,000.00	52,000.00	13,779.06	26.49%
4111 Medicare	953.55	1,023.75	8,938.86	9,213.75	12,285.00	3,346.14	27.23%
4115 I.M.R.F.	7,742.79	6,391.67	61,870.58	57,525.03	76,700.00	14,829.42	19.33%
4120 Medical/Life Insurance	9,411.80	9,666.67	81,982.81	87,000.03	116,000.00	34,017.19	29.32%
4135 Supplemental Pensions	1,336.35	1,125.00	10,706.80	10,125.00	13,500.00	2,793.20	20.69%
Total Benefits	23,523.80	24,207.09	201,719.99	203,863.81	270,485.00	68,765.01	25.42%
Materials and Supplies							
4219 Liability Insurance	50,567.90	6,348.00	69,938.88	57,132.00	76,176.00	6,237.12	8.18%
4223 Maintenance - Building	1,083.78	2,704.17	26,793.07	27,837.53	35,950.00	9,156.93	25.47%
4225 Maintenance - Equipment	572.54	2,740.83	20,272.47	24,667.47	32,890.00	12,617.53	38.36%
4229 Maintenance - Vehicles	2,308.92	1,541.67	14,625.06	13,875.03	18,500.00	3,874.94	20.94%
4233 Postage/Mailings	153.39	70.83	949.19	637.47	860.00	(99.19)	(11.66)%
4243 Rent - Equipment	870.00	2,225.00	14,034.72	20,025.00	26,700.00	12,665.28	47.43%
4253 Supplies - Office	43.56	391.67	2,601.58	3,525.03	4,700.00	2,098.42	44.64%
4257 Supplies - Other	1,893.48	4,391.67	38,684.88	39,525.03	52,700.00	14,015.12	26.59%
4259 Small Tools & Equipment	329.15	395.83	2,497.18	3,562.47	4,750.00	2,252.82	47.42%
4263 Training and Education	182.00	0.00	1,363.00	2,074.96	2,075.00	712.00	34.31%
4269 Uniforms	88.64	487.50	3,420.22	4,387.50	5,400.00	1,979.78	36.66%
4271 Utilities	472.32	279.17	1,131.46	2,512.53	3,350.00	2,218.54	66.22%
(Elec,Gas,Wtr,Sewer)							
4273 Vehicle (Gas and Oil)	8,719.82	6,383.34	41,697.51	57,450.06	76,600.00	34,902.49	45.56%
Total Materials and Supplies	67,285.50	27,959.68	238,009.22	257,212.08	340,641.00	102,631.78	30.13%
Contractual							
4325 Consulting/Professional	(1,218.83)	7,166.67	30,589.21	54,500.03	76,000.00	45,410.79	59.75%
4328 Consil/Prof Reimbursable	(43.00)	0.00	0.00	0.00	0.00	0.00	0.00%
4350 Forestry	0.00	9,396.67	90,213.69	81,070.03	109,260.00	19,046.31	17.43%
4359 Street Light Oper & Maint.	5,515.50	8,125.00	58,201.40	55,625.00	80,000.00	21,798.60	27.24%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
4365 Mosquito Abatement	0.00	3,416.67	40,887.00	30,750.03	41,000.00	113.00	0.27%
4373 Street Sweeping	5,358.30	0.00	22,144.51	31,500.00	31,500.00	9,355.49	29.69%
4374 Drainage Projects	0.00	0.00	38,242.71	18,000.00	18,000.00	(20,242.71)	(112.45)%
4375 Tree Trim/Removal	0.00	0.00	5,330.60	0.00	10,800.00	5,469.40	50.64%
Total Contractual	9,611.97	28,105.01	285,609.12	271,445.09	366,560.00	80,950.88	22.08%
Capital Outlay							
4381 Residential Concrete Program	0.00	0.00	60,636.43	0.00	0.00	(60,636.43)	0.00%
4810 Capital Improvements	0.00	0.00	450,000.00	460,000.00	460,000.00	10,000.00	2.17%
4815 Equipment	0.00	0.00	154,224.50	317,264.00	317,264.00	163,039.50	51.38%
Total Capital Outlay	0.00	0.00	664,860.93	777,264.00	777,264.00	112,403.07	14.46%
Total Expenditures	143,293.35	141,208.97	1,799,316.57	1,935,477.35	2,310,850.00	511,533.43	22.14%
Total	(143,293.35)	(141,208.97)	(1,799,316.57)	(1,935,477.35)	(2,310,850.00)	(511,533.43)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
4010 Salaries	37,963.65	52,848.57	354,672.77	363,359.24	464,918.00	110,245.23	23.71%
4020 Salaries - Officers	258,100.56	402,869.67	2,517,779.48	2,685,797.80	3,491,537.00	973,757.52	27.88%
4030 Overtime	23,802.80	42,518.67	407,626.54	382,668.03	510,224.00	102,597.46	20.10%
Total Salaries	319,867.01	498,236.91	3,280,078.79	3,431,825.07	4,466,679.00	1,186,600.21	26.57%
Benefits							
4110 Social Security	2,121.85	2,333.33	21,327.68	20,999.97	28,000.00	6,672.32	23.82%
4111 Medicare	3,627.25	4,333.33	36,955.78	38,999.97	52,000.00	15,044.22	28.93%
4115 I.M.R.F.	3,004.35	3,916.67	29,471.32	35,250.03	47,000.00	17,528.68	37.29%
4120 Medical/Life Insurance	38,963.10	31,000.00	322,533.41	279,000.00	372,000.00	49,466.59	13.29%
4130 Police Pension	8,431.95	0.00	948,876.01	939,778.00	939,778.00	(9,098.01)	(0.96)%
4135 Supplemental Pensions	3,692.00	4,700.00	36,412.35	42,300.00	56,400.00	19,987.65	35.43%
Total Benefits	59,840.50	46,283.33	1,395,576.55	1,356,327.97	1,495,178.00	99,601.45	6.66%
Materials and Supplies							
4201 Animal Control	515.00	166.67	1,205.00	1,500.03	2,000.00	795.00	39.75%
4203 Auxiliary Police	136.30	154.75	663.00	3,535.65	4,000.00	3,337.00	83.42%
4205 Boards and Commissions	0.00	1,833.33	13,421.45	16,499.97	22,000.00	8,578.55	38.99%
4213 Dues and Subscriptions	1,043.00	566.67	3,547.89	5,100.03	6,800.00	3,252.11	47.82%
4217 Investigation and Equipment	785.00	5,022.92	21,425.19	45,206.28	60,275.00	38,849.81	64.45%
4219 Liability Insurance	180,081.80	223,626.67	205,574.28	256,960.03	269,460.00	63,885.72	23.70%
4223 Maintenance - Building	2,420.07	(0.01)	25,812.72	33,166.61	40,600.00	14,787.28	36.42%
4225 Maintenance - Equipment	466.66	4,545.00	26,876.75	40,905.00	54,540.00	27,663.25	50.72%
4229 Maintenance - Vehicles	1,821.17	3,523.33	34,178.51	31,709.97	42,280.00	8,101.49	19.16%
4233 Postage/Mailings	0.00	350.00	1,761.73	3,150.00	4,200.00	2,438.27	58.05%
4235 Printing and Forms	0.00	416.67	1,997.97	3,750.03	5,000.00	3,002.03	60.04%
4239 Public Relations	132.77	458.33	6,359.70	4,124.97	5,500.00	(859.70)	(15.63)%
4243 Rent - Equipment	0.00	933.33	2,518.63	8,399.97	11,200.00	8,681.37	77.51%
4253 Supplies - Office	0.00	833.33	4,954.60	7,499.97	10,000.00	5,045.40	50.45%
4263 Training and Education	0.00	4,800.83	27,368.93	43,207.47	57,610.00	30,241.07	52.49%
4265 Travel/Meetings	272.87	1,629.17	6,339.79	12,562.53	17,450.00	11,110.21	63.66%
4267 Telephone	817.19	1,090.00	7,176.86	9,810.00	13,080.00	5,903.14	45.13%
4269 Uniforms	983.26	7,845.83	32,894.46	65,612.47	89,150.00	56,255.54	63.10%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
4271 Utilities (Elec, Gas, Wtr, Sewer)	0.00	1,750.00	4,890.81	15,750.00	21,000.00	16,109.19	76.71%
4273 Vehicle (Gas and Oil)	9,891.88	11,000.00	72,109.19	99,000.00	132,000.00	59,890.81	45.37%
Total Materials and Supplies Contractual	199,366.97	270,546.82	501,077.46	707,450.98	868,145.00	367,067.54	42.28%
4325 Consulting/Professional	0.00	583.33	1,920.00	5,249.97	7,000.00	5,080.00	72.57%
4335 Darien Area Dispatch	34,886.59	35,052.00	314,475.54	315,468.00	420,624.00	106,148.46	25.23%
4337 Dumeq/Fiat/Child Center	0.00	583.33	7,000.00	5,249.97	7,000.00	0.00	0.00%
4370 Contractual Services	0.00	0.00	1,956.16	0.00	0.00	(1,956.16)	0.00%
Total Contractual	34,886.59	36,218.66	325,351.70	325,967.94	434,624.00	109,272.30	25.14%
Capital Outlay							
Equipment	1,345.00	1,666.67	29,254.07	15,000.03	20,000.00	(9,254.07)	(46.27)%
Total Capital Outlay	1,345.00	1,666.67	29,254.07	15,000.03	20,000.00	(9,254.07)	(46.27)%
Total Expenditures	615,306.07	852,952.39	5,531,338.57	5,836,571.99	7,284,626.00	1,753,287.43	24.07%
Total	(615,306.07)	(852,952.39)	(5,531,338.57)	(5,836,571.99)	(7,284,626.00)	(1,753,287.43)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Business District
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Liability Insurance	4219 10,600.00	10,600.00	10,600.00	10,600.00	10,600.00	0.00	0.00%
Maintenance - Building	4223 2,041.13	416.67	2,041.13	3,750.03	5,000.00	2,958.87	59.17%
Maintenance - Equipment	4225 0.00	1,458.33	1,324.27	13,124.97	17,500.00	16,175.73	92.43%
Maintenance - Grounds	4227 0.00	2,855.83	15,496.68	25,702.47	34,270.00	18,773.32	54.78%
Maintenance - Laundromat Exp	4230 2,820.60	0.00	9,120.76	0.00	0.00	(9,120.76)	0.00%
Utilities (Elec,Gas,Wtr,Sewer)	4271 0.00	83.34	0.00	750.06	1,000.00	1,000.00	100.00%
Total Materials and Supplies	15,461.73	15,414.17	38,582.84	53,927.53	68,370.00	29,787.16	43.57%
Debt Service							
Debt Service - 2007A Bonds	4952 0.00	0.00	393,575.00	393,575.00	393,575.00	0.00	0.00%
Total Debt Service	0.00	0.00	393,575.00	393,575.00	393,575.00	0.00	0.00%
Total Expenditures	15,461.73	15,414.17	432,157.84	447,502.53	461,945.00	29,787.16	6.45%
Total	(15,461.73)	(15,414.17)	(432,157.84)	(447,502.53)	(461,945.00)	(29,787.16)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
4010 Salaries	30,326.00	53,730.79	380,860.31	374,538.60	477,000.00	96,139.69	20.15%
4030 Overtime	7,497.58	6,250.00	48,072.66	56,250.00	75,000.00	26,927.34	35.90%
Total Salaries	37,823.58	59,980.79	428,932.97	430,788.60	552,000.00	123,067.03	22.29%
Benefits							
4110 Social Security	2,280.02	3,690.66	25,939.84	25,747.28	32,700.00	6,760.16	20.67%
4111 Medicare	533.26	750.00	6,066.74	5,000.00	6,500.00	433.26	6.66%
4115 I.M.R.F.	3,126.42	4,583.33	31,948.15	38,249.97	52,000.00	20,051.85	38.56%
4120 Medical/Life Insurance	9,058.28	7,379.00	75,024.26	68,863.00	91,000.00	15,975.74	17.55%
4135 Supplemental Pensions	738.40	800.00	7,384.00	7,200.00	9,600.00	2,216.00	23.08%
Total Benefits	15,736.38	17,202.99	146,362.99	145,060.25	191,800.00	45,437.01	23.69%
Materials and Supplies							
4219 Liability Insurance	159,485.19	170,000.00	171,795.01	176,000.00	177,490.00	5,694.99	3.20%
4223 Maintenance - Building	2,526.63	2,439.00	22,846.01	21,951.00	29,268.00	6,421.99	21.94%
4225 Maintenance - Equipment	35.77	491.67	4,843.01	4,425.03	5,900.00	1,056.99	17.91%
4231 Maintenance - Water System	2,701.55	9,083.33	92,012.87	81,749.97	109,000.00	16,987.13	15.58%
4233 Postage/Mailings	0.00	702.08	614.90	6,318.72	8,425.00	7,810.10	92.70%
4241 Quality Control	197.00	2,194.42	277.00	19,749.78	26,333.00	26,056.00	98.94%
4251 Service Charge	20,833.34	20,833.33	187,500.06	187,499.97	250,000.00	62,499.94	24.99%
4253 Supplies - Office	(40.30)	0.00	0.00	0.00	0.00	0.00	0.00%
4255 Supplies - Operation	1,325.30	516.67	3,045.84	4,650.03	6,200.00	3,154.16	50.87%
4263 Training and Education	307.00	227.92	697.00	2,051.28	2,735.00	2,038.00	74.51%
4267 Telephone	694.99	846.67	6,457.65	7,620.03	10,160.00	3,702.35	36.44%
4269 Uniforms	313.19	325.83	1,613.58	2,932.47	3,910.00	2,296.42	58.73%
4271 Utilities (Elec,Gas,Wtr,Sewer)	3,832.87	2,916.67	33,319.12	26,250.03	35,000.00	1,680.88	4.80%
4273 Vehicle (Gas and Oil)	1,135.11	2,010.42	10,810.83	18,093.78	24,125.00	13,314.17	55.18%
Total Materials and Supplies	193,347.64	212,588.01	535,832.88	559,292.09	688,546.00	152,713.12	22.18%
Contractual							
4320 Audit	0.00	0.00	7,696.00	9,000.00	9,000.00	1,304.00	14.48%
4325 Consulting/Professional	416.50	1,404.17	5,608.25	12,637.53	16,850.00	11,241.75	66.71%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
4326 Leak Detection	9,418.50	1,675.00	10,688.50	15,075.00	20,100.00	9,411.50	46.82%
4336 Data Processing	0.00	4,078.92	40,700.21	36,710.28	48,947.00	8,246.79	16.84%
4340 DuPage Water Commission	143,158.38	173,114.17	1,373,133.58	1,558,027.53	2,077,370.00	704,236.42	33.90%
4345 Janitorial Service	641.00	0.00	641.00	0.00	0.00	(641.00)	0.00%
Total Contractual	153,634.38	180,272.26	1,438,467.54	1,631,450.34	2,172,267.00	733,799.46	33.78%
Capital Outlay							
4815 Equipment	0.00	3,027.08	36,213.59	27,243.72	36,325.00	111.41	0.30%
4880 Water Meter Purchases	319.00	2,083.33	23,732.34	18,749.97	25,000.00	1,267.66	5.07%
Total Capital Outlay	319.00	5,110.41	59,945.93	45,993.69	61,325.00	1,379.07	2.25%
Debt Service							
4950 Debt Retire-Water Refunding	0.00	0.00	305,403.76	305,178.00	305,178.00	(225.76)	(0.07)%
Total Debt Service	0.00	0.00	305,403.76	305,178.00	305,178.00	(225.76)	(0.07)%
Total Expenditures	400,860.98	475,154.46	2,914,946.07	3,117,762.97	3,971,116.00	1,056,169.93	26.60%
Total	(400,860.98)	(475,154.46)	(2,914,946.07)	(3,117,762.97)	(3,971,116.00)	(1,056,169.93)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Motor Fuel Tax
MFT Expenses
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
4010 Salaries	24,583.34	24,583.34	221,250.06	221,250.06	295,000.00	73,749.94	24.99%
Total Salaries	24,583.34	24,583.34	221,250.06	221,250.06	295,000.00	73,749.94	25.00%
Materials and Supplies							
4245 Road Material	2,164.82	2,616.67	25,896.09	23,550.03	31,400.00	5,503.91	17.52%
4249 Salt	90,118.02	75,000.00	147,559.77	225,000.00	300,000.00	152,440.23	50.81%
4257 Supplies - Other	0.00	833.33	690.00	7,499.97	10,000.00	9,310.00	93.10%
4261 Pavement Striping	0.00	0.00	2,537.55	6,000.00	6,000.00	3,462.45	57.70%
Total Materials and Supplies	92,282.84	78,450.00	176,683.41	262,050.00	347,400.00	170,716.59	49.14%
Contractual							
4359 Street Light Oper & Maint.	0.00	0.00	(6,513.03)	0.00	0.00	6,513.03	0.00%
Total Contractual	0.00	0.00	(6,513.03)	0.00	0.00	6,513.03	0.00%
Total Expenditures	116,866.18	103,033.34	391,420.44	483,300.06	642,400.00	250,979.56	39.07%
Total	(116,866.18)	(103,033.34)	(391,420.44)	(483,300.06)	(642,400.00)	(250,979.56)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Special Service Area Tax Fund
SSA Expenditures
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Consulting/Professional	4325	833.33	5,575.96	7,499.97	10,000.00	4,424.04	44.24%
Total Contractual	1,261.83	833.33	5,575.96	7,499.97	10,000.00	4,424.04	44.24%
Total Expenditures	1,261.83	833.33	5,575.96	7,499.97	10,000.00	4,424.04	44.24%
Total	(1,261.83)	(833.33)	(5,575.96)	(7,499.97)	(10,000.00)	(4,424.04)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Dumeg/Fiat/Child Center	4337	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 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Capital Outlay							
Equipment	4815	0.00	68,470.00	80,000.00	80,000.00	11,530.00	14.41%
Total Capital Outlay	0.00	0.00	68,470.00	80,000.00	80,000.00	11,530.00	14.41%
Total Expenditures	0.00	0.00	68,470.00	80,000.00	80,000.00	11,530.00	14.41%
Total	0.00	0.00	(68,470.00)	(80,000.00)	(80,000.00)	(11,530.00)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Darien Area Dispatch Center
Darien Area Dispatch
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Salaries							
4010 Salaries	41,593.08	71,192.31	425,067.48	474,615.40	617,000.00	191,932.52	31.10%
4030 Overtime	5,841.04	8,333.33	66,818.90	74,999.97	100,000.00	33,181.10	33.18%
Total Salaries	47,434.12	79,525.64	491,886.38	549,615.37	717,000.00	225,113.62	31.40%
Benefits							
4110 Social Security	2,858.73	3,603.92	29,755.82	32,435.28	43,247.00	13,491.18	31.19%
4111 Medicare	668.60	842.83	6,960.28	7,585.47	10,114.00	3,153.72	31.18%
4115 I.M.R.F.	5,137.12	6,975.17	48,814.58	62,776.53	83,702.00	34,887.42	41.68%
4120 Medical/Life Insurance	7,440.61	4,224.33	62,909.07	38,018.97	50,692.00	(12,217.07)	(24.10)%
4135 Supplemental Pensions	553.80	900.00	5,538.00	8,100.00	10,800.00	5,262.00	48.72%
Total Benefits	16,658.86	16,546.25	153,977.75	148,916.25	198,555.00	44,577.25	22.45%
Materials and Supplies							
4213 Dues and Subscriptions	0.00	0.00	237.00	400.00	400.00	163.00	40.75%
4219 Liability Insurance	31,800.00	30,800.00	31,800.00	35,300.00	36,300.00	4,500.00	12.39%
4223 Maintenance - Building	0.00	83.33	429.50	749.97	1,000.00	570.50	57.05%
4225 Maintenance - Equipment	144.00	250.00	756.00	2,250.00	3,000.00	2,244.00	74.80%
4233 Postage/Mailings	0.00	0.00	14.88	50.00	50.00	35.12	70.24%
4243 Rent - Equipment	623.00	77.08	790.68	693.72	925.00	134.32	14.52%
4253 Supplies - Office	10.88	166.67	671.60	1,500.03	2,000.00	1,328.40	66.42%
4263 Training and Education	0.00	391.67	365.00	3,525.03	4,700.00	4,335.00	92.23%
4265 Travel/Meetings	0.00	41.67	60.13	375.03	500.00	439.87	87.97%
4267 Telephone	883.25	1,416.67	8,137.42	12,750.03	17,000.00	8,862.58	52.13%
4269 Uniforms	519.05	333.33	2,257.70	2,999.97	4,000.00	1,742.30	43.55%
Total Materials and Supplies	33,980.18	33,560.42	45,519.91	60,593.78	69,875.00	24,355.09	34.86%
Contractual							
4320 Audit	0.00	0.00	2,600.00	2,800.00	2,800.00	200.00	7.14%
4325 Consulting/Professional	0.00	333.33	0.00	2,999.97	4,000.00	4,000.00	100.00%
4336 Data Processing	538.88	716.67	4,765.79	6,450.03	8,600.00	3,834.21	44.58%
4362 Maintenance Contracts	1,805.00	333.33	1,805.00	2,999.97	4,000.00	2,195.00	54.87%
Total Contractual	2,343.88	1,383.33	9,170.79	15,249.97	19,400.00	10,229.21	52.73%
Capital Outlay							
4815 Equipment	0.00	333.33	0.00	2,999.97	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 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total Capital Outlay	0.00	333.33	0.00	2,999.97	4,000.00	4,000.00	100.00%
Total Expenditures	100,417.04	131,348.97	700,554.83	777,375.34	1,008,830.00	308,275.17	30.56%
Total	(100,417.04)	(131,348.97)	(700,554.83)	(777,375.34)	(1,008,830.00)	(308,275.17)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Capital Improvement Fund
Public Works, Streets
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Drainage Projects	4374	0.00	74.60	0.00	0.00	(74.60)	0.00%
Total Contractual		0.00	74.60	0.00	0.00	(74.60)	0.00%
Capital Outlay							
Ditch Projects	4376	0.00	761,012.83	855,500.00	855,500.00	94,487.17	11.04%
Sidewalk Replacement Program	4380	0.00	138,887.60	133,435.00	133,435.00	(5,452.60)	(4.08)%
Crack Seal Program	4382	0.00	33,821.60	48,000.00	48,000.00	14,178.40	29.53%
Curb & Gutter Replacement Prog	4383	0.00	189,865.60	193,625.00	193,625.00	3,759.40	1.94%
Street Reconstruction/Rehab	4855	0.00	855,151.22	1,150,000.00	1,150,000.00	294,848.78	25.63%
Total Capital Outlay		0.00	1,978,738.85	2,380,560.00	2,380,560.00	401,821.15	16.88%
Debt Service							
Debt Retire - Property	4945	0.00	200,375.15	199,794.00	199,794.00	(581.15)	(0.29)%
Total Debt Service		0.00	200,375.15	199,794.00	199,794.00	(581.15)	(0.29)%
Total Expenditures		0.00	2,179,188.60	2,580,354.00	2,580,354.00	401,165.40	15.55%
Total		0.00	(2,179,188.60)	(2,580,354.00)	(2,580,354.00)	(401,165.40)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Debt Service Fund
Debt Service Fund Expenditures
From 1/1/2010 Through 1/31/2010

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Capital Outlay							
Street Reconstruction/Rehab	4855	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	0.00	104,000.00	104,000.00	104,000.00	0.00	0.00%
Total Debt Service	0.00	0.00	104,000.00	104,000.00	104,000.00	0.00	0.00%
Total Expenditures	0.00	0.00	504,000.00	504,000.00	504,000.00	0.00	0.00%
Total	0.00	0.00	(504,000.00)	(504,000.00)	(504,000.00)	0.00	0.00%

AGENDA MEMO
City Council
February 16, 2010

ISSUE STATEMENT

The City Council is requested to approve an ordinance that establishes a temporary alternative hiring process for police officers.

ORDINANCE

BACKGROUND/HISTORY

In light of the current economic conditions in the area, staff has observed that several municipalities are laying-off employees, including police officers. These officers represent a labor pool that the City may wish to draw from. This ordinance suggests a procedure for hiring laid off police officers and authorizes the Police Commission to develop that procedure.

STAFF/COMMITTEE RECOMMENDATION

At the direction of the City Administrator, the City Attorney has prepared the attached ordinance authorizing a temporary alternative process for hiring full time police officers. The Police Committee reviewed this ordinance and unanimously approved it at their February 1, 2010 meeting.

ALTERNATE CONSIDERATION

Not approving the ordinance would be an alternate consideration.

DECISION MODE

This ordinance will be placed on the February 16, 2010, City Council Agenda.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING A TEMPORARY
ALTERNATE PROCESS FOR HIRING FULL TIME
POLICE OFFICERS IN THE CITY OF DARIEN**

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ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 16th DAY OF FEBRUARY, 2010

**Published in pamphlet form by authority of the Mayor
and City Council of the City of Darien, DuPage
County, Illinois, this ___ day of _____,
2010.**

**AN ORDINANCE ESTABLISHING A TEMPORARY
ALTERNATE PROCESS FOR HIRING FULL TIME
POLICE OFFICERS IN THE CITY OF DARIEN**

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

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

WHEREAS, the City has a Police Commission which has established rules and regulations to govern the hiring of full time police officers in the City; and

WHEREAS, as a home rule unit of government the City Council has the authority to modify these hiring procedures; and

WHEREAS, as a result of the current economic decline a number of Illinois municipalities have laid off full time police officers who are fully qualified to perform the duties of police officers; and

WHEREAS, the City Council has determined that it will benefit the City and its residents if the Council establishes an alternate process pursuant to which such fully qualified police officers may be considered for employment by the City; and

WHEREAS, the City Council has further determined that this alternate procedure should remain in full force and effect for a limited period of time, after which the existing system for hiring police officers will resume;

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: **Definition.** For purposes of this ordinance a "Fully Qualified Officer" means a person:

- A. Who is certified by the State of Illinois to serve as a full time police officer;
- B. Who has completed all required academy training to serve as a full time police officer;
- C. Who has previous service with another police department in an Illinois municipality; and
- D. Whose employment has been honorably terminated by that municipality as a result of a reduction in force.

Section 2: **Authorization.** Notwithstanding anything to the contrary appearing in the rules and regulations of the City's Police Commission and pursuant to the City's home rule authority, the Police Commission is hereby authorized to certify for hiring one or more fully qualified officers within staffing allocations established by the City Council from time to time utilizing the procedure set forth in Section 3 below.

Section 3: **Procedure for Hiring Fully Qualified Officers.** The hiring of fully qualified officers shall be in accordance with the following procedure:

A. The City Administrator shall be responsible for advertising for applicants, reviewing applications and conducting preliminary interviews of candidates.

B. The City Administrator will then refer to the Commission those candidates whom the City Administrator determines should be considered for appointment.

C. The Commission will then conduct final interviews and background check of these candidates.

D. The Commission shall then notify the City Administrator as to which candidates should be certified to the City Council for appointment. ~~The Commission may, but need not, certify the candidates in rank order.~~

E. Following the recommendation of the Commission, the City Council will confirm final appointments.

Section 4: **Sunset.** The alternate hiring procedures set forth in this ordinance shall expire on January 1, 2012.

Section 5: **Home Rule.** 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 of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

Section 6: **Effective Date.** 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 16th day of February, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

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

this 16th day of February, 2010.

ATTEST:

KATHLEEN MOESLE WEAVER, MAYOR

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
February 16, 2010

ISSUE STATEMENT

A resolution authorizing the City Administrator to enter into an agreement with All Information Services, Inc. to provide Information Technology services for the City of Darien if the item is approved in the budget. [RESOLUTION](#) [PROPOSAL](#)

BACKGROUND/HISTORY

Over the past six years Sergeant Ed Rentka has provided network and computer support for Police Department, City Hall and Municipal Services. These duties have kept him from his normal duties as a Sergeant and required the Police Department to fill his role with other officers. Initially the City needed this position full time to bring the system up to date and coordinate networking with other entities, including DuPage County, but now that this is complete a full time position is no longer warranted. The best way to move forward is to identify a company that will be prepared to repair our current equipment and make recommendations on upgrading and proactively diagnosing future problems. Staff sent out a Request for Proposal to a variety of different companies. [Eight different companies](#) provided proposals, and staff interviewed the three candidates that most closely matched our expectations of price, anticipated service level and experience with similar clients. The staff recommendation is All Information Services, Inc (AIS). This company is the provider for several communities similar in size to Darien, including Brookfield, Warrenville, LaGrange Park, Schiller Park and Clarendon Hills. They have provided specialized services to Darien when our own staff and consultants have needed help for items like the water SCADA and cable equipment. In each instance they provided exceptional service. Their pricing was competitive with the other proposals received. Staff recommends approval of AIS as the IT consultant and plans a budget of \$55,000 for FYE 2011. Moving to AIS is expected to save \$70,717.75 over a two year period.

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 February 16, 2010 City Council agenda for formal approval.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH ALL INFORMATION SERVICES, INC TO PROVIDE INFORMATION TECHNOLOGY SERVICES FOR THE CITY OF DARIEN

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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 hereby authorized and directed to enter into an agreement with All Information Services, Inc, a copy of which is attached hereto as "[Exhibit A](#)", to provide information technology services for the City of Darien, if it is provided for within the budget.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of February, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of February, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

-

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



6325 Joliet Road
Countryside, IL 60525
www.aislabs.com
708-352-7050

City of Darien
IT Proposal
11/9/2009

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attn: Scott Coren, Assistant City Administrator

Information Technology (IT) Support Services

1) Approach and Methodology

Our staff has experience with the municipal software packages that the City of Darien currently uses: Windows Networking, Point-to-point wireless, Cisco, LEADS, and Water Department software. This knowledge will allow expedient resolution to problems in a timely manner. We take a pro-active approach to network maintenance in establishing and maintaining performance monitoring systems on the network that can allow us to resolve many problems before they begin to effect users. It is more cost effective to organize network maintenance rather than a “fire drill” approach.

AIS recommends an annual audit of the IT infrastructure and security to ensure efficiency, reliability, and compliance. Part of this process includes interviewing senior staff and management to ensure relevance of the technology planning process. We maintain our own servers in two data centers for email and web hosting purposes. AIS also has a comprehensive IT service ticketing management system that we provide as a service to our clients for no additional charge.

2) Work Plan and Availability

AIS takes a flexible approach to client service requests. Clients can request service through the following methods: email, phone call, fax, or through our web-based request management system. Our operations manager oversees an internal system that manages and prioritizes tasks according to urgency and availability. Technicians have their daily tasks organized electronically and updates are sent via text

message to their cell phones to keep everyone up to date with client information and needs.

Technicians are available 24 hours per day, 7 days per week, 365 days per year. We understand the special needs of public safety organizations and are available to serve at any time when problems arise. There is no additional charge for night or weekend service.

Our response time in emergency situations is typically 30 minutes or less.

3) Profile

All Information Services, Inc. was founded in June, 2002 and maintains offices at 6325 Joliet Road, Countryside, IL 60525.

AIS is a full service technology firm that provides both sales and service in computer network equipment, phone systems, audio/visual, printers, low voltage, electrical, and web sites. We employ skilled technicians with diverse knowledge that can fill in the gaps between other contractors.

4) Project Staffing

Our staff members are skilled in effectively troubleshooting complex network problems and possess the following industry certifications:

MCSE – Microsoft Certified Software Engineer
MCSA – Microsoft Certified Systems Administrator
MCP – Microsoft Certified Professional
CCNA – Cisco Certified Network Associate
CCDA – Cisco Certified Design Associate
Net+ - Comptia Certified Network Technician
A+ - Comptia Certified Hardware Technician

5) Fees

Service is billed at \$85/hour, in quarter-hour increments.
Travel time is billed at \$85/hour, in quarter-hour increments.

The same rate always applies, day or night, holiday or weekend. Customer service is our top priority.

6) References

Village of Brookfield
8820 Brookfield Ave

Brookfield, IL 60513
Rick Ginex, Village Manager
708-485-7344, rginex@brookfieldil.gov
City of Warrenville
3S258 Manning Ave
Warrenville, IL 60555
Jennifer McMahon, Assistant City Administrator
630-393-9427, jmcmahon@warrenville.il.us

Village of LaGrange Park
447 N. Catherine Ave
LaGrange Park, IL 60526
Bohdan Proczko, Village Manager
708-354-0225, bproczko@lagrangepark.org

Village of Schiller Park
9526 W. Irving Park Rd
Schiller Park, IL 60179
Brian Bursiek, Assistant Village Manager
847-671-8534, bbursiek@villageofschillerpark.com

LaGrange Area Department of Special Education
1301 W. Cossitt Ave
LaGrange, IL 60525
Don Leonard, Business Manager
708-354-5730, dleonard@ladse.org

Edwin Hancock Engineering
9933 W. Roosevelt Road
Westchester, IL 60154
Mark Volk, Vice President
708-865-0300, mwvolk@ehancock.com

Intuit, Inc.
1014 E. Algonquin Road
Schaumburg, IL 60173
Supriya Sachar, Director of Support
866-729-2925, Supriya_sachar@intuit.com

7) Statement of Material Litigation

AIS has never been involved with any material litigation, arbitration, or bankruptcy proceedings.

8) Compliance with General Terms and Conditions

AIS is in compliance the EEOC, appropriate insurance for liability and workman's compensation and a sexual harassment policy. In addition, AIS is in compliance with IRMA requirements for municipal contractors.

Company	Hourly Rate	Overtime Rate	Monthly Rate	Initial Cost	Other Fee	Detail	Municipal Experience
AIS	\$85	\$85	N/A	N/A	N/A	Straight \$85 per hour	Extensive experience with similar municipalities
Baxter & Woodman	\$50-\$150	N/A	N/A	N/A	N/A	Wide range of hourly costs make it difficult to determine required level of service	Extensive experience with similar municipalities
Current Technologies	\$95	\$142	N/A	N/A	N/A	Good experience with networking	Extensive experience with similar municipalities
Network Integrators v.1	\$45-\$65	\$45-\$65	N/A	N/A	\$1,100/mo retainer	Hourly option, sent in three options	One municipal client
Network Integrators v.2	\$60-\$75	\$60-\$75	\$2,800	N/A	N/A	Includes one tech 6 hours per week, one tech 4 hours per week	One municipal client
Network It Easy	N/A	N/A	\$2,950	N/A	N/A	Monthly fee includes very specific services; does not include other necessary IT items. Other projects billed separately.	No municipal clients
Prescient	\$95	\$95	\$3,167	\$11,000	N/A	Monthly fee includes one tech one day per week. Everything else billed separately	Extensive experience with similar municipalities
Sentinel	\$145	\$145	\$3,750	N/A	N/A	Monthly fee includes only maintenance of current equipment. Other items billed separately.	No municipal clients listed, although they are known to work with municipalities
Vonoa	\$85	\$110	\$5,800 (monthly all inclusive)	N/A	\$750 retainer with hourly option		Limited – Park District

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made effective as of May 1, 2010 by and between the City of DARIEN, a local government with a place of business at 1702 Plainfield Road, DARIEN, IL 60561 ("DARIEN"), and All Information Services, Inc (AIS), a corporation with a place of business at 6325 Joliet Road, Countryside, IL 60525

BACKGROUND

DARIEN and Contractor desire that DARIEN engage Contractor to provide various professional services as directed by DARIEN under these terms and conditions. In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES

Contractor shall provide professional services at the direction of DARIEN, in accordance with this Agreement and the additional terms specified in the attached **Exhibit A**. Contractor shall use best efforts to complete all work in a timely manner and in accordance with the agreed responsibilities set forth in Exhibit A.

2. FEES AND PAYMENT

The fees due Contractor for services are set forth in Exhibit A. Income tax due on income received by Contractor pursuant to this Agreement shall be the sole responsibility of Contractor. Payment for all work performed by Contractor in connection with services hereunder shall be made by DARIEN in accordance with the schedule set forth in Exhibit A. Contractor shall submit invoices, or other required documentation requesting payment, in accordance with Exhibit A. Except as otherwise provided in Exhibit A, DARIEN shall make payment within thirty (30) days after receipt of an invoice or other required documentation. Invoices or other documentation identifying expenses to be reimbursed hereunder shall be accompanied by original receipts evidencing the relevant expenses. Contractor acknowledges that this Agreement is not an employment contract or a promise of employment, and Contractor shall not be entitled to receive a salary or any DARIEN employee benefits.

3. TERM AND TERMINATION

This Agreement is effective from and after the effective May 1, 2010 until the April 30, 2011. This Agreement may be terminated by DARIEN upon ten (10) business days prior written notice for cause. This Agreement may be terminated by either party for breach immediately upon written notice, except that in the event of late payment, Contractor shall provide DARIEN with ten (10) days written notice and an opportunity to cure the breach by making payment within the ten-day notice period.

4. CONFIDENTIALITY

4.1 It is anticipated that DARIEN will disclose to Contractor various proprietary information which is identified as proprietary and confidential at the time of disclosure or which can reasonably be regarded as confidential ("Information"). Information shall include software programs, technical data, methodologies, and any information required for disclosure under the Freedom of Information Act.

4.2 Contractor shall employ diligent efforts to maintain the secrecy and confidentiality of all Information.

4.3 The Information may be disclosed only for purposes of the joint activity with DARIEN.

4.4 The disclosure of Information shall not be construed to grant to Contractor any ownership or other proprietary interest in the Information. Contractor does not acquire any title, ownership, or other intellectual property right or license by virtue of such disclosure.

4.5 Contractor has no obligation with respect to any Information disclosed hereunder which, Contractor can demonstrate by clear and convincing evidence: (a) was rightfully in Contractor's possession before receipt from DARIEN or its client other than through prior disclosure by DARIEN or its client; or (b) is or becomes a matter of general public knowledge through no breach of this Agreement; or (c) is rightfully received by Contractor from a third party without an obligation of confidentiality; or (d) is independently developed by Contractor; or (e) is disclosed under operation of law, governmental regulation, or court order, provided Contractor first gives DARIEN notice and a reasonable opportunity to secure confidential protection of such Information.

4.6 Upon termination of this Agreement, Contractor shall (a) immediately cease using the Information, (b) promptly deliver to DARIEN all tangible embodiments of the Information.

5. PROPERTY AND SECURITY

5.1 All work products created or developed hereunder shall be the exclusive property of DARIEN, and Contractor hereby irrevocably assigns and transfers all right, title and interest, including all intellectual property rights, in and to such work products to DARIEN. Contractor irrevocably and unconditionally waives all moral and other rights in all such work products. Contractor warrants that all work products of Contractor will be original, except as otherwise agreed in writing with DARIEN.

5.2 In the event that DARIEN or a client of DARIEN provides Contractor with materials, equipment or property of any kind, all such materials, equipment and property shall remain the property of DARIEN, and Contractor shall immediately deliver all such materials, equipment and property to DARIEN at the conclusion of services hereunder or at any earlier time upon demand by DARIEN.

5.3 Contractor shall comply with all security and access requirements pertaining to (a) the premises where services are performed and (b) all computer systems used in connection with the services.

6. MISCELLANEOUS

6.1 This Agreement supersedes all prior agreements, whether written or oral, between the parties relating to the subject matter hereof, and may not be modified, amended, or discharged, in whole or in part, except by a written amendment signed by the parties. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

6.2 This Agreement may be executed in counterparts, each of which will be considered an original hereof, but which together shall constitute one agreement.

6.3 The provisions of Articles 2, 4, 5, and 6 shall survive any termination of this Agreement.

6.4 This Agreement shall be construed in accordance with and governed by the domestic laws of the State of Illinois, excluding its conflicts of laws principles, and the parties hereby submit to the jurisdiction of the United States District Court for the District of Illinois and to the courts of the State of Illinois with respect to all matters which arise hereunder.

6.5 DARIEN agrees that if within twelve (12) months of termination of this agreement that a contract or employment is entered with an employee or independent contractor provided by AIS, DARIEN shall pay an amount equal to the compensation by AIS to the employee or independent contractor for the previous full year. This section does not apply to a company that AIS would subcontract work to.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as an instrument under seal as of the date first written above.

City of DARIEN

All Information Services, Inc.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

NAME

NAME

DATE

DATE

[Handwritten Signature]
Jeff Prida, President
2/5/2010

EXHIBIT A

This Exhibit A is incorporated in and made a part of the Independent Contractor Agreement ("Agreement") of the undersigned parties. All defined terms herein shall have the same meanings set forth in the Agreement.

Contractor:

All Information Services, Inc.

6325 Joliet Road

Countryside, IL 60525

Brief Description of Services: AIS will provide technical assistance to DARIEN for long term planning and maintenance of the existing information technology infrastructure. Responsibilities include:

- Lifecycle
 - Vision and Strategy
 - Design
 - Build
 - Deploy
- Conduct and lead meetings
 - Negotiate with vendors
 - Network Administration
- Maintain Servers
- Applications
- Licensing
- Personal Computers
- Printers
- PDA's
- Telecommunications
- LAN
- WAN
- Dial in (form Home)
- WIFI

Rate: Contractor will invoice DARIEN monthly for services at the rate of \$85/hour.


Payment Schedule: Invoices are to be completed and sent to DARIEN on a monthly basis. Vendor payment will be executed through DARIEN.

Equipment purchases and expenses are outside of the scope of this contract and will be billed accordingly. The total amount of such purchases do not contribute to the maximum billable amount for services.

City of DARIEN

All Information Services, Inc.

AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

AGENDA MEMO
City Council
February 16, 2010

ISSUE STATEMENT

A resolution adopting the annual 1,000 hour standard for IMRF participation.

RESOLUTION

BACKGROUND/HISTORY

The City of Darien is required to participate in the Illinois Municipal Retirement Fund to provide pension for employees that work a certain number of hours, excluding police officers. The 2010 rate for pension contributions is 10.82% of the employee's salary. Under the current rules, the City of Darien pays this contribution for all employees with over 600 hours of service in one calendar year. Under IMRF rules, a municipality can adopt a resolution increasing this total to 1,000 hours. This would allow the City to save 10.82% of the salary of employees who work over 600 hours but fewer than 1,000 hours. The effected employees would be several temporary summer workers, temporary workers substituting for injured public works employees, and possibly permanent part-time workers.

If an elected official wants to participate in IMRF under this option they will need to sign a letter stating they spend more than 1,000 per year in their role as an elected official for the City of Darien.

STAFF/COMMITTEE RECOMMENDATION

The Administrative/Finance Committee recommends approving the resolution

ALTERNATE CONSIDERATION

Not approving the resolution would be an alternate consideration.

DECISION MODE

This item will be on the February 16, 2010 City Council agenda for formal approval.

A RESOLUTION ADOPTING THE ANNUAL 1,000 HOUR STANDARD FOR IMRF PARTICIPATION

-

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that the City of Darien hereby adopts the annual 1,000 hour standard for IMRF participation, 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 16th day of February, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of February, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

-

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



RESOLUTION TO ADOPT THE ANNUAL 1,000 HOUR STANDARD FOR IMRF PARTICIPATION

IMRF Form 6.68 (Rev. 2/04)

(Cannot be used by school districts, by special education cooperatives, or by units of government that first joined IMRF on or after January 1, 1983.)

PLEASE ENTER Employer IMRF I.D. Number

RESOLUTION

Number _____

WHEREAS, Section 7-137 of the Illinois Pension Code provides that effective January 1, 1982, certain employers in the Illinois Municipal Retirement Fund may elect to exclude from participation in the Fund persons in positions normally requiring performance of duty for less than 1,000 hours per year; and

WHEREAS, the exclusion may be applicable only to persons first employed in positions under the Fund by any employer in the Fund after the adoption of the resolutions establishing the exclusion; and

WHEREAS, _____ is authorized by Section 7-137
NAME OF BOARD, COUNCIL, etc.

of the Illinois Pension Code to adopt such exclusion and it is desirable that it do so;

BE IT RESOLVED that the _____ of _____
NAME OF BOARD, COUNCIL, etc. EMPLOYER NAME

does hereby elect to exclude from participation in the Illinois Municipal Retirement Fund all officials and employees in positions normally requiring performance of duty for less than 1,000 hours per year;

BE IT FURTHER RESOLVED that this exclusion shall apply only to officials and employees who first occupy offices or positions under the Fund after adoption of this resolution

BE IT FURTHER RESOLVED that the _____ is authorized and
CLERK OR SECRETARY OF THE BOARD

directed to file a duly certified copy of this resolution with the Illinois Municipal Retirement Fund.

CERTIFICATION

I, _____, the _____
NAME CLERK OR SECRETARY OF THE BOARD

of the _____ of the County of _____
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a resolution duly adopted by its _____ at a meeting duly convened
NAME OF BOARD, COUNCIL, etc.

and held on the _____ day of _____, 20____.

SEAL

CLERK OR SECRETARY OF THE BOARD

Illinois Municipal Retirement Fund

Suite 500, 2211 York Road, Oak Brook Illinois 60523-2337

Service Representatives 1-800-ASK-IMRF (1-800-275-4673)

AGENDA MEMO

City Council

February 16, 2010

ISSUE STATEMENT

Consideration of a motion to approve expenditure in the amount of \$13,383 for the emergency restoration of the Tara Hill berm adjacent to Donegal Drive.

2008 AERIAL

BACKGROUND/HISTORY

A special service area exists in the Tara Hill subdivision. Those residents pay a special property tax that is used for the maintenance of 3 detention basins in the Tara Hill subdivision which are owned by the City.

During October 2009 the City experienced a total rainfall of approximately 5.5 inches. On October 30, 2009, Staff was called out to inspect the Tara Hill detention basin adjacent to **Donegal Drive**. During our inspection we observed three areas where storm water was **overflowing the detention basin** causing flooding in the area adjacent to the basin. Staff identified a blockage in the pipe as a major cause of the poor drainage. However, Staff was also concerned since it appeared the basin was not operating as it was designed to do. Due to the banks of the detention facility overflowing the City Engineer was directed to perform a topographic survey of the existing conditions and compare those to the original design plan. The topographic survey revealed that the banks were lower than the design plan resulting in water overflowing at the wrong place. Working with our City Engineer, he recommended a plan to correct the basin problem. The plan included raising the low spots and re-ditching the correct water overflow route. On January 7, 2010 Staff approved a competitive **quote** for the excavating equipment and operators on a per hour basis in an amount of \$4,788.00. The final amount of our hours exceeded our initial estimate resulting in a total **excavating cost** of \$6,583. The City Engineer has verified the *cuts* and *fills* have been restored in accordance with the design plans. The total project cost is estimated at \$15,383 which includes:

<u>TASK</u>	<u>STATUS</u>	<u>COST</u>
Burke Engineering, topographical and staking	Completed	\$2,500
Excavating equipment and operators-	Completed	\$6,583
Stone for storm water outlet structure	February	\$1,000
Burke- finished elevation grades and provide plan	In Process	\$1,800
Restoration to basin	April	\$1,500
TOTAL-----		\$13,383

This project was done on an emergency basis and in separate stages. However, the excavating/operator cost exceeded \$5,000 so staff is asking for formal approval by the Council. This repair is estimated to reduce the fund balance in **SSA** to approximately \$800.

STAFF RECOMMENDATION

Administrative/Finance Committee and Staff recommend approval of the expenditure in the amount \$13,383 from the Tara Hill SSA fund for the emergency restoration of the Tara Hill berm adjacent to Donegal Drive.

ALTERNATE CONSIDERATION

No alternate consideration as project was completed on an emergency basis

DECISION MODE

This item will be placed on the February 16, 2010 City Council agenda for formal consideration.



Christopher B. Burke Engineering, Ltd.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 847-823-0500

CLIENT:
 City of Darien

00-572

02/03/10

Tara Hill Wetlands

Exhibit 1





ITEM REQUESTED

Brief Description of Item:

Placement of soil at the Donegal
basin rim for Elevation improvement and
excavation of rim for overflow
re-establishment.

Budgeted Item?

YES NO

(If no, please describe the need)

ACCOUNT TO BE CHARGED AGAINST

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 09-10 BUDGET AMOUNT	YEAR TO DATE EXPENDED	PROPOSED EXPENDITURE
10-70- 4325	Special Service Area			\$4788.00
TOTAL PROPOSED EXPENDITURE				

QUOTES

Quotes Attached?

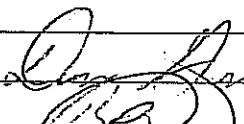
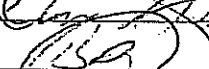
YES NO

(If no, please describe why

quotes were unavailable)

Awarded Vendor	VENDOR / MODEL NUMBER / DESCRIPTION	PRICE QUOTED
<input type="checkbox"/>	J.A.C.K. Caffey LLC	\$4,788.00
<input type="checkbox"/>	Century Contractors	\$6,000.00
<input type="checkbox"/>	Laser Construction	\$6,720.00

AUTHORIZATIONS

	Signatures:	Date:
Requested by:	DJS	1/7/10
Supervisor Approval:		
Department Head Approval:		1/7/10
City Administrator Approval:		

TARA HILL QUOTE REQUEST

Tara Hill Detention Project

DESCRIPTION	UNIT COST	UNITS	J.A.C.K. Coffey LLC		Century Contractors		Laser Construction	
			UNIT COST	UNIT PRICE	UNIT COST	UNIT PRICE	UNIT COST	UNIT PRICE
EXCAVATOR WITH OPERATOR D-3 OR EQUIVALENT	HR	24	110.25	\$ 2,646.00	\$ 150.00	\$ 3,600.00	\$ 145.00	\$ 3,480.00
TRACK BOBCAT WITH OPERATOR	HR	24	89.25	\$ 2,142.00	\$ 100.00	\$ 2,400.00	\$ 135.00	\$ 3,240.00
Total				\$ 4,788.00		\$ 6,000.00		\$ 6,720.00

DESCRIPTION	UNIT COST	UNITS	UNIT COST	UNIT PRICE
EXCAVATOR WITH OPERATOR D-3 OR EQUIVALENT	HR	24	\$110.25	\$2646.00
TRACK BOBCAT WITH OPERATOR	HR	24	\$89.25	\$2142.00
The City shall have the right to increase or decrease quantities as deemed necessary.				
Company Name	J.A.C.K. COFFEE LLC			
Address	P.O. Box 369 Medinah IL 60157			
Submitted By	Audrey Coffey			
Date	1-4-10			
Telephone Number	630-351-9223			
Mobile Telephone Number	630-333-6405			
Fax Number	630-351-9232			
E-mail Address	Jcgrada11@sbcglobal.net			
Authorized Signature	<i>Audrey Coffey</i>			

From: Bryon Vana
Sent: Wednesday, February 03, 2010 5:42 PM
To: Ashley Prueter
Subject: FW: Donegal Basin

[also include this in the admin packet for this agenda item](#)

Bryon D. Vana

City Administrator
City of Darien
1702 Plainfield Road
Darien, IL 60561
(630) 353-8114 Office

THINK GREEN - KEEP IT ON THE SCREEN

From: Dan Gombac
Sent: Monday, February 01, 2010 9:32 AM
To: Dan Salvato
Cc: Bryon Vana; Ashley Prueter
Subject: RE: Donegal Basin

Dan:

While the issues below are valid points, more time was required due to the shaping of the side profile, especially where the grade was raised over a foot. I view the items below as anticipated.

Daniel Gombac
Director of Municipal Services
630-353-8106

From: Dan Salvato
Sent: Friday, January 29, 2010 2:10 PM
To: Dan Gombac
Cc: Ashley Prueter
Subject: Donegal Basin

Dan

The Donegal Basin berm maintenance has been completed by Coffey LLC. On Thursday 1-28-10.
The job completion looks very well done but the hours have exceeded the original anticipated amount by 25%.

The bid process called for 2 machines for 24 hrs. = \$4,788.00 Coffey won that by a substantial savings over the others.
The job went to 33 hrs. = \$6,583.00 (anticipated invoice)

- The extreme cold/frozen materials slowed the process adding time.
- The extra fill materials brought in contained greater moisture content and added time to the compaction process.
- The contractor spent some time keeping the street clear of accumulating mud as we agreed was important.
- His original quote stated not to exceed 5 days (40 hrs) because it was anticipated to be 4 day (32 hr project)
That quote was held as we decided to seek 3 bids that stated 24hr of machine time required by Darien.

- I believe the bid request we put out at 24hrs machine time was because we had the short project of simply restoring the spillway cut and the longer project of berm maintenance to restore the rim elevation at a much greater distance.
- The contractor seemed to work very efficiently and I did not observe any time wasted over the 4 day project.

Daniel J. Salvato

Superintendent

City of Darien Municipal Services

Phone: (630) 353-8105

Cell: (630) 417-2773

City of Darien

3/12/2007

SPECIAL SERVICE AREA #1 FUND BUDGET
FISCAL YEARS ENDING 2011-2013

ACCOUNT	FYE'09 ACTUAL	FYE'10 BUDGET	FYE '10 EST ACT	FYE '11 REQUEST	DEPT MAINT	COUNCIL	FYE '12 FORECAST	FYE '13 FORECAST
					BUDGET REQUEST	DISCRETIONARY EXPENDITURES		
REVENUE								
PROPERTY TAXES	\$ 5,060	\$ 5,069	\$ 5,060	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
INTEREST	\$ 265	\$ 205	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 5,325	\$ 5,274	\$ 5,160	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
EXPENDITURES								
PROFESSIONAL SERVICES	3,219	5,000	14,500	3,000	3,000	-	5,000	5,000
MAINTENANCE CONTRACTS	-	-	5,000	-	-	-	-	-
TOTAL EXPENDITURES	3,219	5,000	19,500	3,000	3,000	-	5,000	5,000
FISCAL YEAR BALANCE	\$ 2,106	\$ 274	\$ (14,340)	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ -
BEG FUND BALANCE	\$ 13,067	\$ 4,761	\$ 15,173	\$ 833	\$ 2,833	\$ -	\$ 2,833	\$ 2,833
ENDING FUND BALANCE	\$ 15,173	\$ 5,035	\$ 833	\$ 2,833	\$ 4,833	\$ -	\$ 2,833	\$ 2,833

AGENDA MEMO

City Council

February 16, 2010

ISSUE STATEMENT

Consideration of an ordinance increasing the number of class E liquor licenses to four.

[ORDINANCE](#)

[BACKUP](#)

BACKGROUND/HISTORY

Attached is a request from Walgreens asking the city to approve 2 new class E liquor licenses for the 2 Walgreens in Darien. The City liquor ordinance currently allows 2 class E licenses of which both are used. Therefore, if the City would have to create 2 new licenses in order to accommodate the request.

STAFF RECOMMENDATION

Administrative/Finance Committee and staff recommend approval of the ordinance

ALTERNATE CONSIDERATION

Maintaining the current number of class E liquor licenses

DECISION MODE

This item will be placed on the February 16, 2010 City Council agenda for formal consideration.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-5(C)
OF THE DARIEN CITY CODE**

ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 16th DAY OF FEBRUARY, 2010

**Published in pamphlet form by authority of the Mayor
and City Council of the City of Darien, DuPage
County, Illinois, this _____ day of _____
, 2010.**

**AN ORDINANCE AMENDING SECTION 3-3-7-5(C)
OF THE DARIEN CITY CODE**

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: Section 3-3-7-5(C) of the Darien City Code, "Class E License," is hereby amended to increase the number of class E licenses from 2 (two) to 4 (four), to read as follows:

3-3-7-5: CLASS E LICENSE:

(C) The number of class E licenses shall be four (4).

-

SECTION 2: 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 3: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of February, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,
this 16th day of February, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



December 29, 2009

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

Re: Liquor License Application

Fee: \$1,500.00 (License Fee)
\$300.00 (Background Check Fee)

Store Located At: **Walgreens #09033, 7516 S. Cass Ave, Darien, IL 60561**

Dear Maria,,

Walgreen Co. Would like to apply for a liquor license for the above mentioned store location. We would like to request that you increase the number of Class E Licenses

Enclosed please find the following documents:

- 1) Two Checks
- 2) Completed Liquor License Application
- 3) Corporate Rider
- 4) Articles of Incorporation
- 5) Memorandum of Liability Insurance
- 6) Liquor Rider
- 7) List of Beer/Wine Licenses
- 8) Lease

Please Note: All employees will go through Alcohol Education Training. Upon completion, we will send you the certificates for each employee under a separate cover.

Upon issuance of the above license, please send to the attention of the undersigned, care of the Tax Department at:

Michael Southard
License Specialist – Tax Department
P.O. Box 901, Deerfield, Illinois 60015

Thank you for your attention and cooperation in this matter.

Please feel free to contact me if you have any questions or concerns regarding this request.

Sincerely,
Walgreen Co.

Michael Southard
License Specialist
Tax Department
(847) 527-4241

Enclosures:

Checks
Application
Corporate Rider
Articles of Incorporation
Memorandum of Liability Insurance

Liquor Rider
List of Beer/Wine Licenses
Lease



December 29, 2009

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

Re: Liquor License Application

Fee: \$1,500.00 (License Fee)
\$200.00 (Background Check Fee)

Store Located At: Walgreens #06176, 8300 Lemont Rd, Darien, IL 60561

Dear Maria,,

Walgreen Co. Would like to apply for a liquor license for the above mentioned store location. We would like to request that you increase the number of Class E Licenses

Enclosed please find the following documents:

- 1) Two Checks
- 2) Completed Liquor License Application
- 3) Corporate Rider
- 4) Articles of Incorporation
- 5) Memorandum of Liability Insurance
- 6) Liquor Rider
- 7) List of Beer/Wine Licenses
- 8) Lease

Please Note: All employees will go through Alcohol Education Training. Upon completion, we will send you the certificates for each employee under a separate cover.

Upon issuance of the above license, please send to the attention of the undersigned, care of the Tax Department at:

Michael Southard
License Specialist – Tax Department
P.O. Box 901, Deerfield, Illinois 60015

Thank you for your attention and cooperation in this matter.

Please feel free to contact me if you have any questions or concerns regarding this request.

Sincerely,
Walgreen Co.

Michael Southard
License Specialist
Tax Department
(847) 527-4241

Enclosures:

Checks
Application
Corporate Rider
Articles of Incorporation
Memorandum of Liability Insurance

Liquor Rider
List of Beer/Wine Licenses
Lease

AGENDA MEMO
City Council
Meeting Date: February 16, 2010

- **Issue Statement**

A resolution approving an Intergovernmental agreement transferring property on 74th Street to the City of Darien from DuPage County.

RESOLUTION

- **Background/History**

At the October 19, 2009 Council meeting staff was directed to submit a request to DuPage County to transfer the 2 County owned parcels on 74th Street to the City of Darien. The concept is to eventually transfer the property to the Darien Park district allowing them to develop a park on the properties. Since this project is in the infancy stage no future park design has been developed. Once the parcels are assembled then the Park District can work a new park design into there capital planning. The County has sent an Intergovernmental agreement transferring the property to the City. [Attorney Murphey](#) has reviewed the agreement and has approved it as to form.

- **Staff/Committee Recommendation**

Administrative/Finance Committee and Staff recommend approval of the resolution

- **Alternate Consideration**

Not accept land.

Decision Mode

This item will be forwarded to the City Council for formal approval at the February 16th, 2010 Council meeting.



DU PAGE COUNTY
ECONOMIC DEVELOPMENT & PLANNING
Robert J. Schillerstrom, County Board Chairman

BUILDING & ZONING • ECONOMIC DEVELOPMENT • ENVIRONMENTAL CONCERNS • LAND USE • STORMWATER MANAGEMENT
STORMWATER PERMITTING • TRAILS • TRANSIT PLANNING • TRANSPORTATION PLANNING • WETLANDS PROTECTION • WORKFORCE DEVELOPMENT

421 N. County Farm Road
Wheaton, IL 60187

(630) 407-6700 Phone
(630) 407-6702 Fax
www.dupageco.org/edp

December 22, 2009

The Honorable Kathleen Weaver
Mayor of the City of Darien
1702 Plainfield Road
Darien, IL 60561

Dear Mayor Weaver:

Please find enclosed the County's executed **original** Intergovernmental Agreement between the County of DuPage, Illinois and the City of Darien for the Transfer of County Property.

Please sign the agreement where indicated and return it back to my attention. After receipt of the agreement, it will be processed at the Recorder's Office. A certified copy of the agreement will be sent to you from the County Clerk's Office.

If you have any questions, please contact me at (630) 407-6698.

Sincerely,

A handwritten signature in cursive script that reads "Frances Allen".

Frances Allen
Division 1 Assistant

Enclosure

R E S O L U T I O N

SM-0001-10

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND THE CITY OF DARIEN FOR THE
TRANSFER OF COUNTY PROPERTY

WHEREAS, the County of DuPage ("County") under authority granted by the Illinois General Assembly, (55 ILCS 5/5-1062 and 5/5-15001, et seq.), is authorized to acquire land and enter into contracts for the purpose of flood control and stormwater management; and

WHEREAS, pursuant to the above-cited authority, the County previously acquired parcels located within the City Of Darien ("City") located at 121 74th Street, Darien, Illinois 60561 (09-26-116-001) and 118 W 74th Street, Darien, Illinois 60561 (09-26-115-011) (collectively the "Subject Properties") for flood damage mitigation purposes; and

WHEREAS, the County has determined that the County's continued ownership, use and occupancy of the Subject Properties, apart from ongoing flood mitigation purposes, is not necessary; and

WHEREAS, it has been the practice of the County to transfer properties acquired for flood mitigation purposes to other local governmental units whenever another local governmental entity is better able to provide long-term maintenance and, or, otherwise utilize such properties for another public purpose; and

WHEREAS, to ensure that properties acquired for flood hazard mitigation purposes do not later become flood hazards, the County restricts the use and occupancy of such properties by reserving a perpetual conservation easement over transferred properties; and

WHEREAS, the City has determined that the City's ownership, use and occupancy of the Subject Properties is necessary, or convenient, for the creation and use, of the land as a public park subject to stormwater management constraints; and

WHEREAS, the County and City have both determined that the City is better suited than the County to provide long-term maintenance of the Subject Properties, and the City is willing to accept such responsibility with the County reserving a perpetual conservation easement over the Subject Properties; and

WHEREAS, the County and the City are legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein; and

WHEREAS, the County and the City are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act," as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10, of the Constitution of the State of Illinois includes fostering cooperation among units of local government in planning and providing services to their constituents; and

WHEREAS, the County and City are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1 (hereinafter the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act, 50 ILCS 605/2, empowers a municipal corporation, pursuant to a two-thirds (2/3) vote, to transfer all of its rights, title and interest in real estate to another governmental entity for any public purpose upon such terms and conditions as may be agreed to by the corporate authorities of each governmental entity; and

WHEREAS, the County and City have undertaken, or will undertake; all acts necessary to transfer the Subject Properties in accord with the Transfer Act; and

WHEREAS, pursuant to the Intergovernmental Agreement attached hereto, the City shall accept ownership of, and perpetually maintain, the Subject Properties, subject to the terms of a perpetual conservation easement;

NOW, THEREFORE, be it resolved by the DuPage County Board that the Subject Properties, to wit, 121 74th Street, Darien, Illinois 60561 (09-26-116-001) and 118 W 74th Street, Darien, Illinois 60561 (09-26-115-011) is deemed surplus, subject to the County reserving over said properties a perpetual conservation easement; and

BE IT FURTHER RESOLVED that the County Board hereby approves and accepts the attached Intergovernmental Agreement between the City of Darien, Illinois, and the County of DuPage, Illinois, providing for the transfer of the Subject Properties; and

BE IT FURTHER RESOLVED that the Chairman of the DuPage County Board, or his designee(s), is hereby authorized and directed to execute the attached Agreement on behalf of the County of DuPage, together with any and all documents necessary and prudent to carry out the transaction therein contemplated.

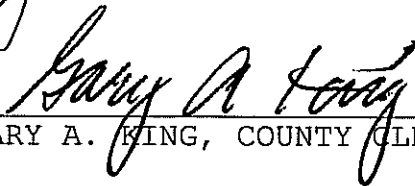
BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution and Intergovernmental Agreement to the City of Darien, 1702 Plainfield Road, Darien, Illinois 60561, Attn: Kathleen Weaver, Mayor; Anthony Hayman, State's Attorney's Office

Enacted and approved this 8th day of December 2009 at Wheaton, Illinois.



ROBERT J. SCHILLERSTROM,
CHAIRMAN DUPAGE COUNTY BOARD

Attest:



GARY A. KING, COUNTY CLERK

Ayes: 15
Absent: 3

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE
AND CITY OF DARIEN,
ILLINOIS FOR THE
TRANSFER OF COUNTY PROPERTY

THIS AGREEMENT made and entered into this 8th day of December 2009, between the CITY OF DARIEN, ILLINOIS, a municipal community (hereinafter referred to as the "City") with offices at 1702 Plainfield Road, Darien, Illinois 60561, and the COUNTY OF DUPAGE, a body politic and corporate (hereinafter referred to as the "County") with offices at 421 North County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the County of DuPage ("County") under authority granted by the Illinois General Assembly, (55 ILCS 5/5-1062 and 5/5-15001, *et seq.*), is authorized to acquire land and enter into contracts for the purpose of flood control and stormwater management; and

WHEREAS, pursuant to the above-cited authority, the County had previously acquired a parcel located within the City Of Darien ("City") located at 121 74th Street, Darien, Illinois 60561 (09-26-116-001) and 118 W 74th Street, Darien, Illinois 60561 (09-26-115-011) ("Subject Properties") for flood damage mitigation purposes; and

WHEREAS, the County has determined that the County's continued ownership, use and occupancy of the Subject Properties, apart from ongoing flood mitigation purposes, is not necessary; and

WHEREAS, it has been the practice of the County to transfer properties acquired for flood mitigation purposes to other local governmental units whenever another local governmental entity is better able to provide long-term maintenance and, or, otherwise utilize such properties for another public purpose; and

WHEREAS, to ensure that properties acquired for flood hazard mitigation purposes do not later become flood hazards, the County restricts the use and occupancy of such properties by reserving a perpetual conservation easement over transferred properties; and

WHEREAS, the City has determined that the City's ownership, use and occupancy of the Subject Properties is necessary, or convenient, for the creation and use, of the land as a public park subject to stormwater management constraints; and

WHEREAS, the County and City have both determined that the City is better suited than the County to provide long-term maintenance of the Subject Properties, and the City is willing to accept such responsibility with the County reserving a perpetual conservation easement over the Subject Properties; and

WHEREAS, the County and the City are legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein; and

WHEREAS, the County and the City are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act," as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10, of the Constitution of the State of Illinois includes fostering cooperation among units of local government in planning and providing services to their constituents; and

WHEREAS, the County and City are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1 (hereinafter the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act, 50 ILCS 605/2, empowers a municipal corporation, pursuant to a two-thirds (2/3) vote, to transfer all of its rights, title and interest in real estate to another governmental entity for any public purpose upon such terms and conditions as may be agreed to by the corporate authorities of each governmental entity; and

WHEREAS, the County and City have undertaken, or will undertake, all acts necessary to transfer the Subject Properties in accord with the Transfer Act; and

WHEREAS, pursuant to the Intergovernmental Agreement attached hereto, the City shall accept ownership of, and perpetually maintain, the Subject Properties, subject to the terms of a perpetual conservation easement,

NOW, THEREFORE, for and in consideration of the benefits to be derived from the Project the sufficiency of which is hereby acknowledged, the parties hereto agree to the following terms and conditions:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 The recitals set forth above are incorporated herein by reference and made a part thereof, the same constituting the factual basis for this transaction.
- 1.2 The easement grant attached hereto for parcel 09-26-116-001 as Exhibit "A," and for parcel 09-26-115-011 as Exhibit "B" including all of its terms and conditions shall be incorporated into this Agreement.

2.0 RESPONSIBILITIES OF THE CITY.

- 2.1 The City shall accept, receive and hold title to the Subject Properties as transferred from the County by quit claim deed.

LOT 6 IN E. T. LEONARD'S SUBDIVISION UNIT # 2, OF PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1955 AS DOCUMENT 775158 AND CERTIFICATE DATED NOVEMBER 1, 1955 AND RECORDED NOVEMBER 2, 1955 AS DOCUMENT 779400, IN DUPAGE COUNTY, ILLINOIS.

and

LOT 11 IN LEONARD'S SUBDIVISION UNIT # 1, OF PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1951 AS DOCUMENT 633803 AND CERTIFICATE BY CERTIFICATE RECORDED NOVEMBER 29, 1951 AS DOCUMENT 640217, IN DUPAGE COUNTY, ILLINOIS

- 2.2 This City shall contemporaneously grant the County easement rights as set forth in the grant of easement attached hereto as Exhibits A and B within thirty (30) days of the County's transfer of the Subject Properties to the City.
- 2.3 Upon accepting ownership of the Subject Properties the City shall assume all responsibility for the long-term maintenance of the Subject Property. The Subject Properties shall be maintained in such a manner to assure that it will continue to serve the flood control and flood damage mitigation purposes for which it was acquired. Long-term maintenance of the Subject Properties shall include, but not be limited to, routine grass mowing, weed control and eradication, posting a "no dumping" sign and regular trash and debris removal.
- 2.4 The City, at its sole discretion, may enter into agreement with the Darien Park District for the purpose of developing and maintaining the Subject Properties.
- 2.5 The City shall provide the County with plans for the park for the County's authorization that the project complies with the stormwater management restrictions of the property at least 90 days prior to the initiation of the construction. No construction shall take place until the County has issued written approval of the proposed park development. Such authorization shall not be unduly withheld.

3.0 RESPONSIBILITIES OF THE COUNTY.

- 3.1 The County shall transfer title to the Subject Properties to the City, "as is" and with no warranties, by quit claim deed. The County agrees that it shall not transfer title to the Subject Project if the County has notice of any liens or tax obligations as of the date of transfer.
- 3.2 The County shall accept the conservation easements over the entire area of the Subject Properties granted by the City for the County's benefit in the form of the grant attached hereto as Exhibits A and B.

4.0 MISCELLANEOUS TERMS OF AGREEMENT.

- 4.1 This Agreement may be amended or modified only by written instrument duly adopted and signed by the County and the City.
- 4.2 In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which will remain in full force and effect and shall be enforceable in accordance with its term.
- 4.3 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.
- 4.4 This Agreement, including matters incorporated herein, contains the entire agreement between the parties. There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 4.5 Either party may assign this Agreement provided, however, the other party shall first approve such assignment, in writing.

- 4.6 Any notices required by this Agreement shall be mailed to:

CITY OF DARIEN
1702 Plainfield Road
Darien, IL 60561
Attn: Bryon Vana
City Administrator


COUNTY OF DUPAGE
Stormwater Management Division
421 N. County Farm Road
Wheaton, IL 60187
Attn: Anthony Charlton
Stormwater Director

- 4.7 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b)

served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph,

- 4.8 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.
- 4.9 The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the Judicial Circuit Court for DuPage County.
- 4.10 After full execution of this Intergovernmental Agreement, the attached executable deed and Permanent Conservation Easements shall be signed by both parties.

COUNTY OF DUPAGE

By: 
Robert Schillerstrom, Chairman
DuPage County Board

CITY OF DARIEN

By: _____
Kathleen Weaver
Mayor

ATTEST:

By: 
Name: Gary A. King
Title : County Clerk

ATTEST:

By: _____
Name:

EXHIBIT "A"

PERMANENT CONSERVATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the City of Darien, Illinois, a body politic, as property owner (hereinafter referred to collectively as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent conservation easement ("conservation easement") for the purpose of ensuring that the easement area continues to serve the purposes hereunder provided, including the impoundment of stormwater run-off and flood water, the preservation of overland drainage, stormwater and flood water flow, and the mitigation of flood damages by restricting development within the floodplain, floodway, wetland, or buffer areas thereof.

The permanent conservation easement, as shown on Exhibit A, legally described as follows:

LOT 6 IN E. T. LEONARD'S SUBDIVISION UNIT # 2, OF PART OF
THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 29, 1955 AS DOCUMENT 775158 AND
CERTIFICATE DATED NOVEMBER 1, 1955 AND RECORDED
NOVEMBER 2, 1955 AS DOCUMENT 779400, IN DUPAGE COUNTY,
ILLINOIS.

Common Property Address: 121 74th Street, Darien, Illinois 60561

Permanent Parcel Number: 09-26-116-001

Prepared by: DuPage County Stormwater Management
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Janet Williams
DuPage County Public Works
421 N. County Farm
Wheaton, IL 60187

Resolution number: _____

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. The Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid easement area. The Grantor shall also be responsible for all obligations attendant thereto such as maintenance and payment of real estate taxes and all uses that do not adversely affect the storage, impoundment and free-flow of stormwater of flood waters, or any other functions for which the easement area is intended to serve, or which increase the likelihood of future flood damages.
2. The Grantor shall not construct any structures or improvements on the easement area. Grantor shall not alter, change, destroy or modify the grading of the easement areas in any manner. Grantor shall do no act that affects the lateral or sub-lateral support for the easement area. Grantor shall not undertake any other acts within the easement area that would affect the intended use of said easement area without having first received prior written approval of the Grantee.
3. Grantee may access the easement area at any time, with reasonable notice to Grantor, for the purpose of inspecting the easement area and observing the conditions thereof. Grantee may also access the easement area for the purpose of conducting stream clearing and, or, stream bank stabilization activities on, over, above, under, within and along any water course, or its banks and areas immediately adjacent thereto, located on or running through the easement area and for those purposes set forth in Paragraph 4, below.
4. In the event the Grantor fails to properly maintain the easement area, the Grantee shall have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to, or upon, the easement area reasonably necessary to insure adequate drainage, stormwater management, and, or, flood control thereon. Before commencing such work, Grantee shall first give thirty (30) days written notice to the Grantor. If Grantor fails to remedy the deficiencies identified in the written notice within the thirty- (30) day notice period, or other period so specified by Grantee, Grantee may access the easement area with work personnel, equipment and materials for the purposes stated above. In an emergency, as determined by Grantee, Grantee may act without giving notice to Grantor. Except in cases where the emergency was caused by the act(s) or omission(s) of Grantor, any emergency work shall be at Grantee's expense.

5. Except as provided for emergency situations, all work to the easement area, or the improvements located thereon, shall be at Grantor's sole expense, together with an additional sum of fifteen percent (15%) of said cost for administrative expenses for work performed by Grantee. Grantee shall have the authority to record a lien against the property of the Grantor for any maintenance, repair or work expenses so incurred that remain unpaid after ninety (90) days. The Grantor may, by appropriate action, foreclose on any lien so created and as part of any foreclosure judgment, be entitled to the additional expense of such foreclosure including reasonable attorney fees and court costs.

6. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee's employees, agents, contractors and subcontractors, assigns and successors may exercise the rights of the Grantee under this grant. The Grantee shall record this easement grant at its sole expense.

Dated this _____ day of _____, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR:

By: _____

Name: Robert J. Schillerstrom
Title: Chairman

Attested: _____

Name: Gary A. King
Title: County Clerk

GRANTEE:

By: _____

Name: Kathleen Weaver
Title: City of Darien Mayor

Attested: _____

Name:
Title:

74th ST

150.0 Feet

199.8 Feet

LOT 6

121 74TH ST

199.8 Feet

117 74TH ST

SWSW: Sawmill Creek's Mainstem, 010: Stream reach #10

150.0 Feet

EXHIBIT A

0 5 10 20 Feet



EXHIBIT "B"

PERMANENT CONSERVATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the City of Darien, Illinois, a body politic, as property owner (hereinafter referred to collectively as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent conservation easement ("conservation easement") for the purpose of ensuring that the easement area continues to serve the purposes hereunder provided, including the impoundment of stormwater run-off and flood water, the preservation of overland drainage, stormwater and flood water flow, and the mitigation of flood damages by restricting development within the floodplain, floodway, wetland, or buffer areas thereof.

The permanent conservation easement, as shown on Exhibit A, legally described as follows:

LOT 11 IN LEONARD'S SUBDIVISION UNIT # 1, OF PART OF
THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 11, 1951 AS DOCUMENT 633803 AND
CERTIFICATE BY CERTIFICATE RECORDED NOVEMBER 29, 1951
AS DOCUMENT 640217, IN DUPAGE COUNTY, ILLINOIS.

Common Property Address: 118 W. 74th Street, Darien, Illinois 60561

Permanent Parcel Number: 09-26-115-011

Prepared by: DuPage County Stormwater Management
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Janet Williams
DuPage County Public Works
421 N. County Farm
Wheaton, IL 60187

Resolution number: _____

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. The Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid easement area. The Grantor shall also be responsible for all obligations attendant thereto such as maintenance and payment of real estate taxes and all uses that do not adversely affect the storage, impoundment and free-flow of stormwater of flood waters, or any other functions for which the easement area is intended to serve, or which increase the likelihood of future flood damages.
2. The Grantor shall not construct any structures or improvements on the easement area. Grantor shall not alter, change, destroy or modify the grading of the easement areas in any manner. Grantor shall do no act that affects the lateral or sub-lateral support for the easement area. Grantor shall not undertake any other acts within the easement area that would affect the intended use of said easement area without having first received prior written approval of the Grantee.
3. Grantee may access the easement area at any time, with reasonable notice to Grantor, for the purpose of inspecting the easement area and observing the conditions thereof. Grantee may also access the easement area for the purpose of conducting stream clearing and, or, stream bank stabilization activities on, over, above, under, within and along any water course, or its banks and areas immediately adjacent thereto, located on or running through the easement area and for those purposes set forth in Paragraph 4, below.
4. In the event the Grantor fails to properly maintain the easement area, the Grantee shall have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to, or upon, the easement area reasonably necessary to insure adequate drainage, stormwater management, and, or, flood control thereon. Before commencing such work, Grantee shall first give thirty (30) days written notice to the Grantor. If Grantor fails to remedy the deficiencies identified in the written notice within the thirty- (30) day notice period, or other period so specified by Grantee, Grantee may access the easement area with work personnel, equipment and materials for the purposes stated above. In an emergency, as determined by Grantee, Grantee may act without giving notice to Grantor. Except in cases where the emergency was caused by the act(s) or omission(s) of Grantor, any emergency work shall be at Grantee's expense.

5. Except as provided for emergency situations, all work to the easement area, or the improvements located thereon, shall be at Grantor's sole expense, together with an additional sum of fifteen percent (15%) of said cost for administrative expenses for work performed by Grantee. Grantee shall have the authority to record a lien against the property of the Grantor for any maintenance, repair or work expenses so incurred that remain unpaid after ninety (90) days. The Grantor may, by appropriate action, foreclose on any lien so created and as part of any foreclosure judgment, be entitled to the additional expense of such foreclosure including reasonable attorney fees and court costs.

6. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee's employees, agents, contractors and subcontractors, assigns and successors may exercise the rights of the Grantee under this grant. The Grantee shall record this easement grant at its sole expense.

Dated this _____ day of _____, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR

By: _____

Name: Robert J. Schillerstrom
Title: Chairman

Attested: _____

Name: Gary A. King
Title: County Clerk

GRANTEE:

By: _____

Name: Kathleen Weaver
Title: City of Darien Mayor

Attested: _____

Name:
Title:

121 ELM ST

117 ELM ST

113 ELM ST

75.0 Feet

SWSW: Sawmill Creek's Mainstem 010: Stream reach #10

LOT 11

196.3 Feet

118 W 74TH ST

196.3 Feet

114 74TH ST

7325 ELEANOR PL

75.0 Feet

SWSW: Sawmill Creek's Mainstem 000:

EXHIBIT A

74th ST

0 5 10 20 Feet



QUIT CLAIM DEED
Statutory (ILLINOIS)

THE GRANTOR

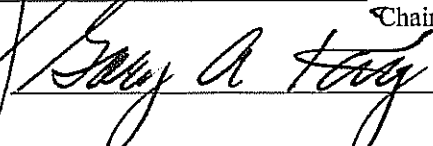
County of DuPage, Illinois, a body corporate and politic created and existing under and by virtue of the laws of the State of Illinois and duly authorized in the State of Illinois, for the consideration of one dollar (\$1.00) and other good and valuable consideration, in hand paid, and pursuant to authority given by the County Board of DuPage County, hereby CONVEYS and QUIT CLAIMS to the City of Darien, a body corporate and politic organized and existing under and by virtue of the laws of the State of Illinois having its principal office at the following address: 1702 Plainfield Road, Darien, Illinois 60561, all interest in the following described Real Estate situated in the County of DuPage and State of Illinois, to wit:

LOT 6 IN E. T. LEONARD'S SUBDIVISION UNIT # 2, OF PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1955 AS DOCUMENT 775158 AND CERTIFICATE DATED NOVEMBER 1, 1955 AND RECORDED NOVEMBER 2, 1955 AS DOCUMENT 779400, IN DUPAGE COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 09 - 26 - 116 - 001

Address of Real Estate: 121 74th Street, Darien, Illinois 60561

In Witness whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by Robert J. Schillerstrom, Chairman, County Board, and attested by Gary King, County Clerk, this _____ day of _____, 20____, County of DuPage, Illinois

BY _____ Robert J. Schillerstrom
Chairman, County Board
ATTEST  Gary King
County Clerk

This instrument was prepared by DuPage County, Stormwater Division, 421 North County Farm Road, Wheaton, Illinois 60187

SEND SUBSEQUENT TAX BILLS TO:
City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: City Clerk

Prepared by and return to:
DuPage County Public Works
Attention: JANET WILLIAMS
421 N. County Farm Road, 2nd Flr.
Wheaton, IL 60187

**PERMANENT CONSERVATION
EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the City of Darien, Illinois, a body politic, as property owner (hereinafter referred to collectively as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent conservation easement ("conservation easement") for the purpose of ensuring that the easement area continues to serve the purposes hereunder provided, including the impoundment of stormwater run-off and flood water, the preservation of overland drainage, stormwater and flood water flow, and the mitigation of flood damages by restricting development within the floodplain, floodway, wetland, or buffer areas thereof.

The permanent conservation easement, as shown on Exhibit A, legally described as follows:

LOT 6 IN E. T. LEONARD'S SUBDIVISION UNIT # 2, OF PART OF
THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 29, 1955 AS DOCUMENT 775158 AND
CERTIFICATE DATED NOVEMBER 1, 1955 AND RECORDED
NOVEMBER 2, 1955 AS DOCUMENT 779400, IN DUPAGE COUNTY,
ILLINOIS.

Common Property Address: 121 74th Street, Darien, Illinois 60561

Permanent Parcel Number: 09-26-116-001

Prepared by: DuPage County Stormwater Management
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Janet Williams
DuPage County Public Works
421 N. County Farm
Wheaton, IL 60187

Resolution number: _____

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. The Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid easement area. The Grantor shall also be responsible for all obligations attendant thereto such as maintenance and payment of real estate taxes and all uses that do not adversely affect the storage, impoundment and free-flow of stormwater of flood waters, or any other functions for which the easement area is intended to serve, or which increase the likelihood of future flood damages.
2. The Grantor shall not construct any structures or improvements on the easement area. Grantor shall not alter, change, destroy or modify the grading of the easement areas in any manner. Grantor shall do no act that affects the lateral or sub-lateral support for the easement area. Grantor shall not undertake any other acts within the easement area that would affect the intended use of said easement area without having first received prior written approval of the Grantee.
3. Grantee may access the easement area at any time, with reasonable notice to Grantor, for the purpose of inspecting the easement area and observing the conditions thereof. Grantee may also access the easement area for the purpose of conducting stream clearing and, or, stream bank stabilization activities on, over, above, under, within and along any water course, or its banks and areas immediately adjacent thereto, located on or running through the easement area and for those purposes set forth in Paragraph 4, below.
4. In the event the Grantor fails to properly maintain the easement area, the Grantee shall have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to, or upon, the easement area reasonably necessary to insure adequate drainage, stormwater management, and, or, flood control thereon. Before commencing such work, Grantee shall first give thirty (30) days written notice to the Grantor. If Grantor fails to remedy the deficiencies identified in the written notice within the thirty- (30) day notice period, or other period so specified by Grantee, Grantee may access the easement area with work personnel, equipment and materials for the purposes stated above. In an emergency, as determined by Grantee, Grantee may act without giving notice to Grantor. Except in cases where the emergency was caused by the act(s) or omission(s) of Grantor, any emergency work shall be at Grantee's expense.

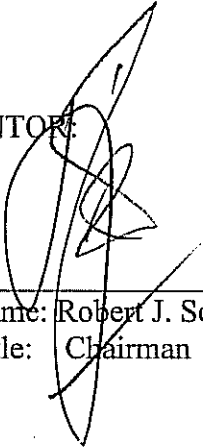
5. Except as provided for emergency situations, all work to the easement area, or the improvements located thereon, shall be at Grantor's sole expense, together with an additional sum of fifteen percent (15%) of said cost for administrative expenses for work performed by Grantee. Grantee shall have the authority to record a lien against the property of the Grantor for any maintenance, repair or work expenses so incurred that remain unpaid after ninety (90) days. The Grantor may, by appropriate action, foreclose on any lien so created and as part of any foreclosure judgment, be entitled to the additional expense of such foreclosure including reasonable attorney fees and court costs.

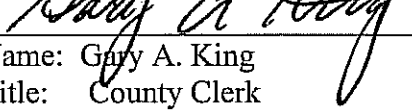
6. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee's employees, agents, contractors and subcontractors, assigns and successors may exercise the rights of the Grantee under this grant. The Grantee shall record this easement grant at its sole expense.

Dated this _____ day of _____, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR:

By: 
Name: Robert J. Schillerstrom
Title: Chairman

Attested: 
Name: Gary A. King
Title: County Clerk

GRANTEE:

By: _____
Name: Kathleen Weaver
Title: City of Darien Mayor

Attested: _____
Name:
Title:

QUIT CLAIM DEED
Statutory (ILLINOIS)

THE GRANTOR

County of DuPage, Illinois, a body corporate and politic created and existing under and by virtue of the laws of the State of Illinois and duly authorized in the State of Illinois, for the consideration of one dollar (\$1.00) and other good and valuable consideration, in hand paid, and pursuant to authority given by the County Board of DuPage County, hereby CONVEYS and QUIT CLAIMS to the City of Darien, a body corporate and politic organized and existing under and by virtue of the laws of the State of Illinois having its principal office at the following address: 1702 Plainfield Road, Darien, Illinois 60561, all interest in the following described Real Estate situated in the County of DuPage and State of Illinois, to wit:

LOT 11 IN LEONARD'S SUBDIVISION UNIT # 1, OF PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1951 AS DOCUMENT 633803 AND CERTIFICATE BY CERTIFICATE RECORDED NOVEMBER 29, 1951 AS DOCUMENT 640217, IN DUPAGE COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 09 - 26 - 115 - 011

Address of Real Estate: 118 W. 74th Street, Darien, Illinois 60561

In Witness whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by Robert J. Schillerstrom, Chairman, County Board, and attested by Gary King, County Clerk, this _____ day of _____, 20____, County of DuPage, Illinois

BY _____ Robert J. Schillerstrom
Chairman, County Board

ATTEST _____ Gary King
County Clerk

This instrument was prepared by DuPage County, Stormwater Division, 421 North County Farm Road, Wheaton, Illinois 60187

SEND SUBSEQUENT TAX BILLS TO:
City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: City Clerk

Prepared by and return to:
DuPage County Public Works
Attention: JANET WILLIAMS
421 N. County Farm Road, 2nd Flr.
Wheaton, IL 60187

**PERMANENT CONSERVATION
EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the City of Darien, Illinois, a body politic, as property owner (hereinafter referred to collectively as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent conservation easement ("conservation easement") for the purpose of ensuring that the easement area continues to serve the purposes hereunder provided, including the impoundment of stormwater run-off and flood water, the preservation of overland drainage, stormwater and flood water flow, and the mitigation of flood damages by restricting development within the floodplain, floodway, wetland, or buffer areas thereof.

The permanent conservation easement, as shown on Exhibit A, legally described as follows:

LOT 11 IN LEONARD'S SUBDIVISION UNIT # 1, OF PART OF
THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 11, 1951 AS DOCUMENT 633803 AND
CERTIFICATE BY CERTIFICATE RECORDED NOVEMBER 29, 1951
AS DOCUMENT 640217, IN DUPAGE COUNTY, ILLINOIS.

Common Property Address: 118 W. 74th Street, Darien, Illinois 60561

Permanent Parcel Number: 09-26-115-011

Prepared by: DuPage County Stormwater Management 421 North County Farm Rd. Wheaton, Illinois 60187	Return to: Janet Williams DuPage County Public Works 421 N. County Farm Wheaton, IL 60187
--	--

Resolution number: _____

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

7. The Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid easement area. The Grantor shall also be responsible for all obligations attendant thereto such as maintenance and payment of real estate taxes and all uses that do not adversely affect the storage, impoundment and free-flow of stormwater of flood waters, or any other functions for which the easement area is intended to serve, or which increase the likelihood of future flood damages.
8. The Grantor shall not construct any structures or improvements on the easement area. Grantor shall not alter, change, destroy or modify the grading of the easement areas in any manner. Grantor shall do no act that affects the lateral or sub-lateral support for the easement area. Grantor shall not undertake any other acts within the easement area that would affect the intended use of said easement area without having first received prior written approval of the Grantee.
9. Grantee may access the easement area at any time, with reasonable notice to Grantor, for the purpose of inspecting the easement area and observing the conditions thereof. Grantee may also access the easement area for the purpose of conducting stream clearing and, or, stream bank stabilization activities on, over, above, under, within and along any water course, or its banks and areas immediately adjacent thereto, located on or running through the easement area and for those purposes set forth in Paragraph 4, below.
10. In the event the Grantor fails to properly maintain the easement area, the Grantee shall have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to, or upon, the easement area reasonably necessary to insure adequate drainage, stormwater management, and, or, flood control thereon. Before commencing such work, Grantee shall first give thirty (30) days written notice to the Grantor. If Grantor fails to remedy the deficiencies identified in the written notice within the thirty- (30) day notice period, or other period so specified by Grantee, Grantee may access the easement area with work personnel, equipment and materials for the purposes stated above. In an emergency, as determined by Grantee, Grantee may act without giving notice to Grantor. Except in cases where the emergency was caused by the act(s) or omission(s) of Grantor, any emergency work shall be at Grantee's expense.

11. Except as provided for emergency situations, all work to the easement area, or the improvements located thereon, shall be at Grantor's sole expense, together with an additional sum of fifteen percent (15%) of said cost for administrative expenses for work performed by Grantee. Grantee shall have the authority to record a lien against the property of the Grantor for any maintenance, repair or work expenses so incurred that remain unpaid after ninety (90) days. The Grantor may, by appropriate action, foreclose on any lien so created and as part of any foreclosure judgment, be entitled to the additional expense of such foreclosure including reasonable attorney fees and court costs.

12. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee's employees, agents, contractors and subcontractors, assigns and successors may exercise the rights of the Grantee under this grant. The Grantee shall record this easement grant at its sole expense.

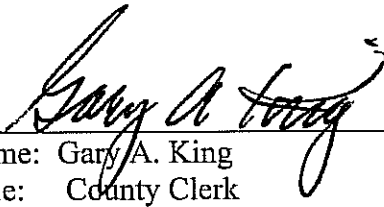
Dated this ____ day of _____, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR:

By: 

Name: Robert J. Schillerstrom
Title: Chairman

Attested: 

Name: Gary A. King
Title: County Clerk

GRANTEE:

By: _____

Name: Kathleen Weaver
Title: City of Darien Mayor

Attested: _____

Name:
Title:

121 ELM ST

117 ELM ST

113 ELM ST

75.0 Feet

SWSW: Sawmill Creek's Mainstem 010: Stream reach #10

LOT 11

118 W 74TH ST

114 74TH ST

7325 ELEANOR PL

196.3 Feet

196.3 Feet

75.0 Feet

SWSW: Sawmill Creek's Mainstem 000:

EXHIBIT A

74th ST

0 5 10 20 Feet



RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH DUPAGE COUNTY FOR THE TRANSFER OF COUNTY PROPERTY

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

SECTION 1: The City Council of the City of Darien hereby enters into an intergovernmental agreement with DuPage County for the transfer of County property, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of February, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of February, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



DU PAGE COUNTY
ECONOMIC DEVELOPMENT & PLANNING
Robert J. Schillerstrom, County Board Chairman

BUILDING & ZONING • ECONOMIC DEVELOPMENT • ENVIRONMENTAL CONCERNS • LAND USE • STORMWATER MANAGEMENT
STORMWATER PERMITTING • TRAILS • TRANSIT PLANNING • TRANSPORTATION PLANNING • WETLANDS PROTECTION • WORKFORCE DEVELOPMENT

421 N. County Farm Road
Wheaton, IL 60187

(630) 407-6700 Phone
(630) 407-6702 Fax
www.dupageco.org/edp

December 22, 2009

The Honorable Kathleen Weaver
Mayor of the City of Darien
1702 Plainfield Road
Darien, IL 60561

Dear Mayor Weaver:

Please find enclosed the County's executed **original** Intergovernmental Agreement between the County of DuPage, Illinois and the City of Darien for the Transfer of County Property.

Please sign the agreement where indicated and return it back to my attention. After receipt of the agreement, it will be processed at the Recorder's Office. A certified copy of the agreement will be sent to you from the County Clerk's Office.

If you have any questions, please contact me at (630) 407-6698.

Sincerely,

A handwritten signature in cursive script that reads "Frances Allen".

Frances Allen
Division 1 Assistant

Enclosure

R E S O L U T I O N

SM-0001-10

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND THE CITY OF DARIEN FOR THE
TRANSFER OF COUNTY PROPERTY

WHEREAS, the County of DuPage ("County") under authority granted by the Illinois General Assembly, (55 ILCS 5/5-1062 and 5/5-15001, et seq.), is authorized to acquire land and enter into contracts for the purpose of flood control and stormwater management; and

WHEREAS, pursuant to the above-cited authority, the County previously acquired parcels located within the City Of Darien ("City") located at 121 74th Street, Darien, Illinois 60561 (09-26-116-001) and 118 W 74th Street, Darien, Illinois 60561 (09-26-115-011) (collectively the "Subject Properties") for flood damage mitigation purposes; and

WHEREAS, the County has determined that the County's continued ownership, use and occupancy of the Subject Properties, apart from ongoing flood mitigation purposes, is not necessary; and

WHEREAS, it has been the practice of the County to transfer properties acquired for flood mitigation purposes to other local governmental units whenever another local governmental entity is better able to provide long-term maintenance and, or, otherwise utilize such properties for another public purpose; and

WHEREAS, to ensure that properties acquired for flood hazard mitigation purposes do not later become flood hazards, the County restricts the use and occupancy of such properties by reserving a perpetual conservation easement over transferred properties; and

WHEREAS, the City has determined that the City's ownership, use and occupancy of the Subject Properties is necessary, or convenient, for the creation and use, of the land as a public park subject to stormwater management constraints; and

WHEREAS, the County and City have both determined that the City is better suited than the County to provide long-term maintenance of the Subject Properties, and the City is willing to accept such responsibility with the County reserving a perpetual conservation easement over the Subject Properties; and

WHEREAS, the County and the City are legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein; and

WHEREAS, the County and the City are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act," as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10, of the Constitution of the State of Illinois includes fostering cooperation among units of local government in planning and providing services to their constituents; and

WHEREAS, the County and City are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1 (hereinafter the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act, 50 ILCS 605/2, empowers a municipal corporation, pursuant to a two-thirds (2/3) vote, to transfer all of its rights, title and interest in real estate to another governmental entity for any public purpose upon such terms and conditions as may be agreed to by the corporate authorities of each governmental entity; and

WHEREAS, the County and City have undertaken, or will undertake; all acts necessary to transfer the Subject Properties in accord with the Transfer Act; and

WHEREAS, pursuant to the Intergovernmental Agreement attached hereto, the City shall accept ownership of, and perpetually maintain, the Subject Properties, subject to the terms of a perpetual conservation easement;

NOW, THEREFORE, be it resolved by the DuPage County Board that the Subject Properties, to wit, 121 74th Street, Darien, Illinois 60561 (09-26-116-001) and 118 W 74th Street, Darien, Illinois 60561 (09-26-115-011) is deemed surplus, subject to the County reserving over said properties a perpetual conservation easement; and

BE IT FURTHER RESOLVED that the County Board hereby approves and accepts the attached Intergovernmental Agreement between the City of Darien, Illinois, and the County of DuPage, Illinois, providing for the transfer of the Subject Properties; and

BE IT FURTHER RESOLVED that the Chairman of the DuPage County Board, or his designee(s), is hereby authorized and directed to execute the attached Agreement on behalf of the County of DuPage, together with any and all documents necessary and prudent to carry out the transaction therein contemplated.

BE IT FURTHER RESOLVED that the County Clerk be directed to send certified copies of this Resolution and Intergovernmental Agreement to the City of Darien, 1702 Plainfield Road, Darien, Illinois 60561, Attn: Kathleen Weaver, Mayor; Anthony Hayman, State's Attorney's Office

Enacted and approved this 8th day of December 2009 at Wheaton, Illinois.



ROBERT J. SCHILLERSTROM,
CHAIRMAN DUPAGE COUNTY BOARD

Attest:



GARY A. KING, COUNTY CLERK

Ayes: 15
Absent: 3

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DUPAGE
AND CITY OF DARIEN,
ILLINOIS FOR THE
TRANSFER OF COUNTY PROPERTY

THIS AGREEMENT made and entered into this 8th day of December 2009, between the CITY OF DARIEN, ILLINOIS, a municipal community (hereinafter referred to as the "City") with offices at 1702 Plainfield Road, Darien, Illinois 60561, and the COUNTY OF DUPAGE, a body politic and corporate (hereinafter referred to as the "County") with offices at 421 North County Farm Road, Wheaton, Illinois 60187.

RECITALS

WHEREAS, the County of DuPage ("County") under authority granted by the Illinois General Assembly, (55 ILCS 5/5-1062 and 5/5-15001, *et seq.*), is authorized to acquire land and enter into contracts for the purpose of flood control and stormwater management; and

WHEREAS, pursuant to the above-cited authority, the County had previously acquired a parcel located within the City Of Darien ("City") located at 121 74th Street, Darien, Illinois 60561 (09-26-116-001) and 118 W 74th Street, Darien, Illinois 60561 (09-26-115-011) ("Subject Properties") for flood damage mitigation purposes; and

WHEREAS, the County has determined that the County's continued ownership, use and occupancy of the Subject Properties, apart from ongoing flood mitigation purposes, is not necessary; and

WHEREAS, it has been the practice of the County to transfer properties acquired for flood mitigation purposes to other local governmental units whenever another local governmental entity is better able to provide long-term maintenance and, or, otherwise utilize such properties for another public purpose; and

WHEREAS, to ensure that properties acquired for flood hazard mitigation purposes do not later become flood hazards, the County restricts the use and occupancy of such properties by reserving a perpetual conservation easement over transferred properties; and

WHEREAS, the City has determined that the City's ownership, use and occupancy of the Subject Properties is necessary, or convenient, for the creation and use, of the land as a public park subject to stormwater management constraints; and

WHEREAS, the County and City have both determined that the City is better suited than the County to provide long-term maintenance of the Subject Properties, and the City is willing to accept such responsibility with the County reserving a perpetual conservation easement over the Subject Properties; and

WHEREAS, the County and the City are legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform the undertaking described herein; and

WHEREAS, the County and the City are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act," as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purpose; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10, of the Constitution of the State of Illinois includes fostering cooperation among units of local government in planning and providing services to their constituents; and

WHEREAS, the County and City are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1 (hereinafter the "Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act, 50 ILCS 605/2, empowers a municipal corporation, pursuant to a two-thirds (2/3) vote, to transfer all of its rights, title and interest in real estate to another governmental entity for any public purpose upon such terms and conditions as may be agreed to by the corporate authorities of each governmental entity; and

WHEREAS, the County and City have undertaken, or will undertake, all acts necessary to transfer the Subject Properties in accord with the Transfer Act; and

WHEREAS, pursuant to the Intergovernmental Agreement attached hereto, the City shall accept ownership of, and perpetually maintain, the Subject Properties, subject to the terms of a perpetual conservation easement,

NOW, THEREFORE, for and in consideration of the benefits to be derived from the Project the sufficiency of which is hereby acknowledged, the parties hereto agree to the following terms and conditions:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 The recitals set forth above are incorporated herein by reference and made a part thereof, the same constituting the factual basis for this transaction.
- 1.2 The easement grant attached hereto for parcel 09-26-116-001 as Exhibit "A," and for parcel 09-26-115-011 as Exhibit "B" including all of its terms and conditions shall be incorporated into this Agreement.

2.0 RESPONSIBILITES OF THE CITY.

- 2.1 The City shall accept, receive and hold title to the Subject Properties as transferred from the County by quit claim deed.

LOT 6 IN E. T. LEONARD'S SUBDIVISION UNIT # 2, OF PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1955 AS DOCUMENT 775158 AND CERTIFICATE DATED NOVEMBER 1, 1955 AND RECORDED NOVEMBER 2, 1955 AS DOCUMENT 779400, IN DUPAGE COUNTY, ILLINOIS.

and

LOT 11 IN LEONARD'S SUBDIVISION UNIT # 1, OF PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1951 AS DOCUMENT 633803 AND CERTIFICATE BY CERTIFICATE RECORDED NOVEMBER 29, 1951 AS DOCUMENT 640217, IN DUPAGE COUNTY, ILLINOIS

- 2.2 This City shall contemporaneously grant the County easement rights as set forth in the grant of easement attached hereto as Exhibits A and B within thirty (30) days of the County's transfer of the Subject Properties to the City.
- 2.3 Upon accepting ownership of the Subject Properties the City shall assume all responsibility for the long-term maintenance of the Subject Property. The Subject Properties shall be maintained in such a manner to assure that it will continue to serve the flood control and flood damage mitigation purposes for which it was acquired. Long-term maintenance of the Subject Properties shall include, but not be limited to, routine grass mowing, weed control and eradication, posting a "no dumping" sign and regular trash and debris removal.
- 2.4 The City, at its sole discretion, may enter into agreement with the Darien Park District for the purpose of developing and maintaining the Subject Properties.
- 2.5 The City shall provide the County with plans for the park for the County's authorization that the project complies with the stormwater management restrictions of the property at least 90 days prior to the initiation of the construction. No construction shall take place until the County has issued written approval of the proposed park development. Such authorization shall not be unduly withheld.

3.0 RESPONSIBILITIES OF THE COUNTY.

- 3.1 The County shall transfer title to the Subject Properties to the City, "as is" and with no warranties, by quit claim deed. The County agrees that it shall not transfer title to the Subject Project if the County has notice of any liens or tax obligations as of the date of transfer.
- 3.2 The County shall accept the conservation easements over the entire area of the Subject Properties granted by the City for the County's benefit in the form of the grant attached hereto as Exhibits A and B.

4.0 MISCELLANEOUS TERMS OF AGREEMENT.

- 4.1 This Agreement may be amended or modified only by written instrument duly adopted and signed by the County and the City.
- 4.2 In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which will remain in full force and effect and shall be enforceable in accordance with its term.
- 4.3 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.
- 4.4 This Agreement, including matters incorporated herein, contains the entire agreement between the parties. There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 4.5 Either party may assign this Agreement provided, however, the other party shall first approve such assignment, in writing.

- 4.6 Any notices required by this Agreement shall be mailed to:

CITY OF DARIEN
1702 Plainfield Road
Darien, IL 60561
Attn: Bryon Vana
City Administrator


COUNTY OF DUPAGE
Stormwater Management Division
421 N. County Farm Road
Wheaton, IL 60187
Attn: Anthony Charlton
Stormwater Director

- 4.7 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b)

served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph,

- 4.8 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.
- 4.9 The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this Agreement, shall be the Judicial Circuit Court for DuPage County.
- 4.10 After full execution of this Intergovernmental Agreement, the attached executable deed and Permanent Conservation Easements shall be signed by both parties.

COUNTY OF DUPAGE

By: 
Robert Schillerstrom, Chairman
DuPage County Board

CITY OF DARIEN

By: _____
Kathleen Weaver
Mayor

ATTEST:

By: 
Name: Gary A. King
Title : County Clerk

ATTEST:

By: _____
Name:

EXHIBIT "A"

PERMANENT CONSERVATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the City of Darien, Illinois, a body politic, as property owner (hereinafter referred to collectively as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent conservation easement ("conservation easement") for the purpose of ensuring that the easement area continues to serve the purposes hereunder provided, including the impoundment of stormwater run-off and flood water, the preservation of overland drainage, stormwater and flood water flow, and the mitigation of flood damages by restricting development within the floodplain, floodway, wetland, or buffer areas thereof.

The permanent conservation easement, as shown on Exhibit A, legally described as follows:

LOT 6 IN E. T. LEONARD'S SUBDIVISION UNIT # 2, OF PART OF
THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 29, 1955 AS DOCUMENT 775158 AND
CERTIFICATE DATED NOVEMBER 1, 1955 AND RECORDED
NOVEMBER 2, 1955 AS DOCUMENT 779400, IN DUPAGE COUNTY,
ILLINOIS.

Common Property Address: 121 74th Street, Darien, Illinois 60561

Permanent Parcel Number: 09-26-116-001

Prepared by: DuPage County Stormwater Management
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Janet Williams
DuPage County Public Works
421 N. County Farm
Wheaton, IL 60187

Resolution number: _____

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. The Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid easement area. The Grantor shall also be responsible for all obligations attendant thereto such as maintenance and payment of real estate taxes and all uses that do not adversely affect the storage, impoundment and free-flow of stormwater of flood waters, or any other functions for which the easement area is intended to serve, or which increase the likelihood of future flood damages.
2. The Grantor shall not construct any structures or improvements on the easement area. Grantor shall not alter, change, destroy or modify the grading of the easement areas in any manner. Grantor shall do no act that affects the lateral or sub-lateral support for the easement area. Grantor shall not undertake any other acts within the easement area that would affect the intended use of said easement area without having first received prior written approval of the Grantee.
3. Grantee may access the easement area at any time, with reasonable notice to Grantor, for the purpose of inspecting the easement area and observing the conditions thereof. Grantee may also access the easement area for the purpose of conducting stream clearing and, or, stream bank stabilization activities on, over, above, under, within and along any water course, or its banks and areas immediately adjacent thereto, located on or running through the easement area and for those purposes set forth in Paragraph 4, below.
4. In the event the Grantor fails to properly maintain the easement area, the Grantee shall have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to, or upon, the easement area reasonably necessary to insure adequate drainage, stormwater management, and, or, flood control thereon. Before commencing such work, Grantee shall first give thirty (30) days written notice to the Grantor. If Grantor fails to remedy the deficiencies identified in the written notice within the thirty- (30) day notice period, or other period so specified by Grantee, Grantee may access the easement area with work personnel, equipment and materials for the purposes stated above. In an emergency, as determined by Grantee, Grantee may act without giving notice to Grantor. Except in cases where the emergency was caused by the act(s) or omission(s) of Grantor, any emergency work shall be at Grantee's expense.

5. Except as provided for emergency situations, all work to the easement area, or the improvements located thereon, shall be at Grantor's sole expense, together with an additional sum of fifteen percent (15%) of said cost for administrative expenses for work performed by Grantee. Grantee shall have the authority to record a lien against the property of the Grantor for any maintenance, repair or work expenses so incurred that remain unpaid after ninety (90) days. The Grantor may, by appropriate action, foreclose on any lien so created and as part of any foreclosure judgment, be entitled to the additional expense of such foreclosure including reasonable attorney fees and court costs.

6. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee's employees, agents, contractors and subcontractors, assigns and successors may exercise the rights of the Grantee under this grant. The Grantee shall record this easement grant at its sole expense.

Dated this _____ day of _____, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR:

By: _____

Name: Robert J. Schillerstrom
Title: Chairman

Attested: _____

Name: Gary A. King
Title: County Clerk

GRANTEE:

By: _____

Name: Kathleen Weaver
Title: City of Darien Mayor

Attested: _____

Name:
Title:

74th ST

150.0 Feet

199.8 Feet

LOT 6

121 74TH ST

199.8 Feet

117 74TH ST

SWSW: Sawmill Creek's Mainstem, 010: Stream reach #10

150.0 Feet

EXHIBIT A

0 5 10 20 Feet



EXHIBIT "B"

PERMANENT CONSERVATION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the City of Darien, Illinois, a body politic, as property owner (hereinafter referred to collectively as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent conservation easement ("conservation easement") for the purpose of ensuring that the easement area continues to serve the purposes hereunder provided, including the impoundment of stormwater run-off and flood water, the preservation of overland drainage, stormwater and flood water flow, and the mitigation of flood damages by restricting development within the floodplain, floodway, wetland, or buffer areas thereof.

The permanent conservation easement, as shown on Exhibit A, legally described as follows:

LOT 11 IN LEONARD'S SUBDIVISION UNIT # 1, OF PART OF
THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 11, 1951 AS DOCUMENT 633803 AND
CERTIFICATE BY CERTIFICATE RECORDED NOVEMBER 29, 1951
AS DOCUMENT 640217, IN DUPAGE COUNTY, ILLINOIS.

Common Property Address: 118 W. 74th Street, Darien, Illinois 60561

Permanent Parcel Number: 09-26-115-011

Prepared by: DuPage County Stormwater Management
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Janet Williams
DuPage County Public Works
421 N. County Farm
Wheaton, IL 60187

Resolution number: _____

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. The Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid easement area. The Grantor shall also be responsible for all obligations attendant thereto such as maintenance and payment of real estate taxes and all uses that do not adversely affect the storage, impoundment and free-flow of stormwater of flood waters, or any other functions for which the easement area is intended to serve, or which increase the likelihood of future flood damages.
2. The Grantor shall not construct any structures or improvements on the easement area. Grantor shall not alter, change, destroy or modify the grading of the easement areas in any manner. Grantor shall do no act that affects the lateral or sub-lateral support for the easement area. Grantor shall not undertake any other acts within the easement area that would affect the intended use of said easement area without having first received prior written approval of the Grantee.
3. Grantee may access the easement area at any time, with reasonable notice to Grantor, for the purpose of inspecting the easement area and observing the conditions thereof. Grantee may also access the easement area for the purpose of conducting stream clearing and, or, stream bank stabilization activities on, over, above, under, within and along any water course, or its banks and areas immediately adjacent thereto, located on or running through the easement area and for those purposes set forth in Paragraph 4, below.
4. In the event the Grantor fails to properly maintain the easement area, the Grantee shall have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to, or upon, the easement area reasonably necessary to insure adequate drainage, stormwater management, and, or, flood control thereon. Before commencing such work, Grantee shall first give thirty (30) days written notice to the Grantor. If Grantor fails to remedy the deficiencies identified in the written notice within the thirty- (30) day notice period, or other period so specified by Grantee, Grantee may access the easement area with work personnel, equipment and materials for the purposes stated above. In an emergency, as determined by Grantee, Grantee may act without giving notice to Grantor. Except in cases where the emergency was caused by the act(s) or omission(s) of Grantor, any emergency work shall be at Grantee's expense.

5. Except as provided for emergency situations, all work to the easement area, or the improvements located thereon, shall be at Grantor's sole expense, together with an additional sum of fifteen percent (15%) of said cost for administrative expenses for work performed by Grantee. Grantee shall have the authority to record a lien against the property of the Grantor for any maintenance, repair or work expenses so incurred that remain unpaid after ninety (90) days. The Grantor may, by appropriate action, foreclose on any lien so created and as part of any foreclosure judgment, be entitled to the additional expense of such foreclosure including reasonable attorney fees and court costs.

6. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee's employees, agents, contractors and subcontractors, assigns and successors may exercise the rights of the Grantee under this grant. The Grantee shall record this easement grant at its sole expense.

Dated this _____ day of _____, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR

By: _____

Name: Robert J. Schillerstrom
Title: Chairman

Attested: _____

Name: Gary A. King
Title: County Clerk

GRANTEE:

By: _____

Name: Kathleen Weaver
Title: City of Darien Mayor

Attested: _____

Name:
Title:

121 ELM ST

117 ELM ST

113 ELM ST

75.0 Feet

SWSW: Sawmill Creek's Mainstem 010: Stream reach #10

LOT 11

196.3 Feet

118 W 74TH ST

196.3 Feet

114 74TH ST

7325 ELEANOR PL

75.0 Feet

SWSW: Sawmill Creek's Mainstem 000:

EXHIBIT A

74th ST

0 5 10 20 Feet



QUIT CLAIM DEED
Statutory (ILLINOIS)

THE GRANTOR

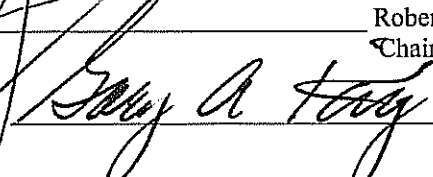
County of DuPage, Illinois, a body corporate and politic created and existing under and by virtue of the laws of the State of Illinois and duly authorized in the State of Illinois, for the consideration of one dollar (\$1.00) and other good and valuable consideration, in hand paid, and pursuant to authority given by the County Board of DuPage County, hereby CONVEYS and QUIT CLAIMS to the City of Darien, a body corporate and politic organized and existing under and by virtue of the laws of the State of Illinois having its principal office at the following address: 1702 Plainfield Road, Darien, Illinois 60561, all interest in the following described Real Estate situated in the County of DuPage and State of Illinois, to wit:

LOT 6 IN E. T. LEONARD'S SUBDIVISION UNIT # 2, OF PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1955 AS DOCUMENT 775158 AND CERTIFICATE DATED NOVEMBER 1, 1955 AND RECORDED NOVEMBER 2, 1955 AS DOCUMENT 779400, IN DUPAGE COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 09 - 26 - 116 - 001

Address of Real Estate: 121 74th Street, Darien, Illinois 60561

In Witness whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by Robert J. Schillerstrom, Chairman, County Board, and attested by Gary King, County Clerk, this _____ day of _____, 20____, County of DuPage, Illinois

BY _____ Robert J. Schillerstrom
Chairman, County Board
ATTEST  Gary King
County Clerk

This instrument was prepared by DuPage County, Stormwater Division, 421 North County Farm Road, Wheaton, Illinois 60187

SEND SUBSEQUENT TAX BILLS TO:
City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: City Clerk

Prepared by and return to:
DuPage County Public Works
Attention: JANET WILLIAMS
421 N. County Farm Road, 2nd Flr.
Wheaton, IL 60187

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. The Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid easement area. The Grantor shall also be responsible for all obligations attendant thereto such as maintenance and payment of real estate taxes and all uses that do not adversely affect the storage, impoundment and free-flow of stormwater of flood waters, or any other functions for which the easement area is intended to serve, or which increase the likelihood of future flood damages.
2. The Grantor shall not construct any structures or improvements on the easement area. Grantor shall not alter, change, destroy or modify the grading of the easement areas in any manner. Grantor shall do no act that affects the lateral or sub-lateral support for the easement area. Grantor shall not undertake any other acts within the easement area that would affect the intended use of said easement area without having first received prior written approval of the Grantee.
3. Grantee may access the easement area at any time, with reasonable notice to Grantor, for the purpose of inspecting the easement area and observing the conditions thereof. Grantee may also access the easement area for the purpose of conducting stream clearing and, or, stream bank stabilization activities on, over, above, under, within and along any water course, or its banks and areas immediately adjacent thereto, located on or running through the easement area and for those purposes set forth in Paragraph 4, below.
4. In the event the Grantor fails to properly maintain the easement area, the Grantee shall have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to, or upon, the easement area reasonably necessary to insure adequate drainage, stormwater management, and, or, flood control thereon. Before commencing such work, Grantee shall first give thirty (30) days written notice to the Grantor. If Grantor fails to remedy the deficiencies identified in the written notice within the thirty- (30) day notice period, or other period so specified by Grantee, Grantee may access the easement area with work personnel, equipment and materials for the purposes stated above. In an emergency, as determined by Grantee, Grantee may act without giving notice to Grantor. Except in cases where the emergency was caused by the act(s) or omission(s) of Grantor, any emergency work shall be at Grantee's expense.

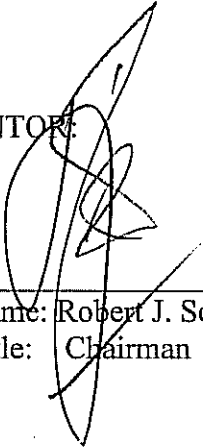
5. Except as provided for emergency situations, all work to the easement area, or the improvements located thereon, shall be at Grantor's sole expense, together with an additional sum of fifteen percent (15%) of said cost for administrative expenses for work performed by Grantee. Grantee shall have the authority to record a lien against the property of the Grantor for any maintenance, repair or work expenses so incurred that remain unpaid after ninety (90) days. The Grantor may, by appropriate action, foreclose on any lien so created and as part of any foreclosure judgment, be entitled to the additional expense of such foreclosure including reasonable attorney fees and court costs.

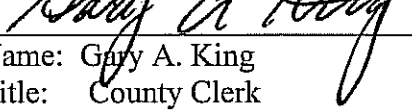
6. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee's employees, agents, contractors and subcontractors, assigns and successors may exercise the rights of the Grantee under this grant. The Grantee shall record this easement grant at its sole expense.

Dated this _____ day of _____, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR:

By: 
Name: Robert J. Schillerstrom
Title: Chairman

Attested: 
Name: Gary A. King
Title: County Clerk

GRANTEE:

By: _____
Name: Kathleen Weaver
Title: City of Darien Mayor

Attested: _____
Name:
Title:

QUIT CLAIM DEED
Statutory (ILLINOIS)

THE GRANTOR

County of DuPage, Illinois, a body corporate and politic created and existing under and by virtue of the laws of the State of Illinois and duly authorized in the State of Illinois, for the consideration of one dollar (\$1.00) and other good and valuable consideration, in hand paid, and pursuant to authority given by the County Board of DuPage County, hereby CONVEYS and QUIT CLAIMS to the City of Darien, a body corporate and politic organized and existing under and by virtue of the laws of the State of Illinois having its principal office at the following address: 1702 Plainfield Road, Darien, Illinois 60561, all interest in the following described Real Estate situated in the County of DuPage and State of Illinois, to wit:

LOT 11 IN LEONARD'S SUBDIVISION UNIT # 1, OF PART OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 11, 1951 AS DOCUMENT 633803 AND CERTIFICATE BY CERTIFICATE RECORDED NOVEMBER 29, 1951 AS DOCUMENT 640217, IN DUPAGE COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 09 - 26 - 115 - 011

Address of Real Estate: 118 W. 74th Street, Darien, Illinois 60561

In Witness whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by Robert J. Schillerstrom, Chairman, County Board, and attested by Gary King, County Clerk, this _____ day of _____, 20____, County of DuPage, Illinois

BY _____ Robert J. Schillerstrom
Chairman, County Board

ATTEST _____ Gary King
County Clerk

This instrument was prepared by DuPage County, Stormwater Division, 421 North County Farm Road, Wheaton, Illinois 60187

SEND SUBSEQUENT TAX BILLS TO:
City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: City Clerk

Prepared by and return to:
DuPage County Public Works
Attention: JANET WILLIAMS
421 N. County Farm Road, 2nd Flr.
Wheaton, IL 60187

**PERMANENT CONSERVATION
EASEMENT**

KNOW ALL MEN BY THESE PRESENTS, that the City of Darien, Illinois, a body politic, as property owner (hereinafter referred to collectively as "Grantor") for and in consideration of one dollar (\$1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent conservation easement ("conservation easement") for the purpose of ensuring that the easement area continues to serve the purposes hereunder provided, including the impoundment of stormwater run-off and flood water, the preservation of overland drainage, stormwater and flood water flow, and the mitigation of flood damages by restricting development within the floodplain, floodway, wetland, or buffer areas thereof.

The permanent conservation easement, as shown on Exhibit A, legally described as follows:

LOT 11 IN LEONARD'S SUBDIVISION UNIT # 1, OF PART OF
THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 38 NORTH,
RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 11, 1951 AS DOCUMENT 633803 AND
CERTIFICATE BY CERTIFICATE RECORDED NOVEMBER 29, 1951
AS DOCUMENT 640217, IN DUPAGE COUNTY, ILLINOIS.

Common Property Address: 118 W. 74th Street, Darien, Illinois 60561

Permanent Parcel Number: 09-26-115-011

Prepared by: DuPage County Stormwater Management 421 North County Farm Rd. Wheaton, Illinois 60187	Return to: Janet Williams DuPage County Public Works 421 N. County Farm Wheaton, IL 60187
--	--

Resolution number: _____

This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

7. The Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid easement area. The Grantor shall also be responsible for all obligations attendant thereto such as maintenance and payment of real estate taxes and all uses that do not adversely affect the storage, impoundment and free-flow of stormwater of flood waters, or any other functions for which the easement area is intended to serve, or which increase the likelihood of future flood damages.
8. The Grantor shall not construct any structures or improvements on the easement area. Grantor shall not alter, change, destroy or modify the grading of the easement areas in any manner. Grantor shall do no act that affects the lateral or sub-lateral support for the easement area. Grantor shall not undertake any other acts within the easement area that would affect the intended use of said easement area without having first received prior written approval of the Grantee.
9. Grantee may access the easement area at any time, with reasonable notice to Grantor, for the purpose of inspecting the easement area and observing the conditions thereof. Grantee may also access the easement area for the purpose of conducting stream clearing and, or, stream bank stabilization activities on, over, above, under, within and along any water course, or its banks and areas immediately adjacent thereto, located on or running through the easement area and for those purposes set forth in Paragraph 4, below.
10. In the event the Grantor fails to properly maintain the easement area, the Grantee shall have the right, but not the duty, to perform, or have performed on its behalf, any maintenance work to, or upon, the easement area reasonably necessary to insure adequate drainage, stormwater management, and, or, flood control thereon. Before commencing such work, Grantee shall first give thirty (30) days written notice to the Grantor. If Grantor fails to remedy the deficiencies identified in the written notice within the thirty- (30) day notice period, or other period so specified by Grantee, Grantee may access the easement area with work personnel, equipment and materials for the purposes stated above. In an emergency, as determined by Grantee, Grantee may act without giving notice to Grantor. Except in cases where the emergency was caused by the act(s) or omission(s) of Grantor, any emergency work shall be at Grantee's expense.

11. Except as provided for emergency situations, all work to the easement area, or the improvements located thereon, shall be at Grantor's sole expense, together with an additional sum of fifteen percent (15%) of said cost for administrative expenses for work performed by Grantee. Grantee shall have the authority to record a lien against the property of the Grantor for any maintenance, repair or work expenses so incurred that remain unpaid after ninety (90) days. The Grantor may, by appropriate action, foreclose on any lien so created and as part of any foreclosure judgment, be entitled to the additional expense of such foreclosure including reasonable attorney fees and court costs.

12. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee's employees, agents, contractors and subcontractors, assigns and successors may exercise the rights of the Grantee under this grant. The Grantee shall record this easement grant at its sole expense.

Dated this ____ day of _____, 2009.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTOR:

By: _____

Name: Robert J. Schillerstrom
Title: Chairman

Attested: _____

Name: Gary A. King
Title: County Clerk

GRANTEE:

By: _____

Name: Kathleen Weaver
Title: City of Darien Mayor

Attested: _____

Name:
Title:

121 ELM ST

117 ELM ST

113 ELM ST

75.0 Feet

SWSW: Sawmill Creek's Mainstem 010: Stream reach #10

LOT 11

118 W 74TH ST

114 74TH ST

7325 ELEANOR PL

196.3 Feet

196.3 Feet

75.0 Feet

SWSW: Sawmill Creek's Mainstem 000:

EXHIBIT A

74th ST

0 5 10 20 Feet



AGENDA MEMO
City Council
February 16, 2010

ISSUE STATEMENT

The City Council is requested to approve of 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:

ACA Tornado Siren
Ser # 130879008

This siren was replaced with a new siren after the failure of one of the motors. The siren has value as a collector item and will be sold on E-Bay.

STAFF/COMMITTEE RECOMMENDATION

The Administrative/Finance Committee recommends approving this ordinance.

ALTERNATE CONSIDERATION

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

DECISION MODE

If approved by the Committee, this item will be placed on the February 16, 2010 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
DISPOSAL OF
PERSONAL PROPERTY
OWNED BY THE CITY OF DARIEN**

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

THIS 16th DAY OF FEBRUARY, 2010

**Published in pamphlet form by authority of the Mayor
and City Council of the City of Darien, DuPage County,
Illinois, this _____ day of _____, 2010.**

**AN ORDINANCE AUTHORIZING THE
DISPOSAL 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 surplus property hereinafter described; and

WHEREAS, it has been determined by the Mayor and City Council of the City of Darien to auction on E-Bay or dispose of said personal 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 surplus property, now owned by the City of Darien, are no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by its disposal:

ACA Tornado Siren
Ser # 130879008

SECTION 2: The City Administrator is hereby authorized and directed to auction on E-Bay or dispose of the aforementioned surplus property, now owned by the City of Darien.

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 16th day of February, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

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

this 16th day of February, 2010.

-
-
-
-

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
February 16, 2010

ISSUE STATEMENT

A resolution authorizing the City Administrator to enter into an agreement with Darien Cleaners to pay Atwell Hicks a \$15,000 deductible to continue the remediation of 7515 Cass Avenue.

RESOLUTION

BACKGROUND/HISTORY

The Heritage Center property site was contaminated with a dry cleaning solvent under a previous business owner. The Dry Cleaner Remediation Fund was created by the State of Illinois as a type of insurance fund to clean up properties such as these that are contaminated. This fund has paid for identification and monitoring for this site up to this point. The final step is a cleanup, which results in a “no further remediation” letter. Required under fund rules for the cleanup is a \$15,000 deductible. Atwell-Hicks, the remediation contractor, will begin work estimating the project and providing a plan to the Illinois Environmental Protection Agency. They then begin the actual remediation, which could consist of a number of different action items which could include treating the soil or removing the contaminated soil completely, followed again by monitoring. The anticipated cost of the entire project is estimated at \$80,000 - \$100,000. Taeik Park, the dry cleaner, is unwilling to pay the \$15,000, saying he does not have the money to contribute at this point. If the City of Darien does not pay the deductible the project will be delayed and depending on the redevelopment plans on the site could be required to complete the project without the assistance of the fund at a later date.

STAFF/COMMITTEE RECOMMENDATION

The Administrative/Finance Committee recommends approving the agreement.

ALTERNATE CONSIDERATION

Not approving the agreement would be an alternate consideration.

DECISION MODE

This item will be on the February 16, 2010 City Council agenda for formal approval.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH DARIEN CLEANERS TO PAY ATWELL-HICKS A \$15,000 DEDUCTIBLE TO CONTINUE THE REMEDIATION OF 7515 CASS AVENUE

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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 hereby authorized and directed to enter into an agreement with Darien Cleaners, attached hereto as "[Exhibit A](#)", to pay Atwell-Hicks a \$15,000 deductible to continue the remediation of 7515 Cass Avenue.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of February, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of February, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:
-

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ENVIRONMENTAL REMEDIATION AGREEMENT

This Environmental Remediation Agreement ("Agreement") is dated February 15, 2010 by and between the City of Darien, DuPage County, Illinois ("City") and Taeik Park, 1801 North Bridge Place, Downers Grove, Illinois 60559 ("Tenant").

RECITALS

A. The City is the current owner of certain property located at 7515 South Cass in the City (the "Subject Property").

B. Tenant formerly did business at the Subject Property. The business was a dry cleaning premises known as "Darien Cleaners."

C. Tenant no longer occupies the dry cleaning premises on the Subject Property.

D. Tenant was an insured under the State of Illinois "Dry Cleaner Environmental Response Trust Fund" (the "Fund"), which was established by the State of Illinois to provide pollution liability insurance to pay for the cleanup of soil and ground water contamination potentially caused by a spill or leak of dry cleaning solvent at the insured's facilities.

E. Tenant was insured under the Fund pursuant to Policy No. 0001152.

F. Tenant has made a claim with the Fund and is currently in the process of contracting for necessary work to remediate environmental contamination on the Subject Property.

G. Tenant's insurance policy has a \$15,000 deductible.

H. The City and Tenant have met and conferred and have determined that it is in the best interest of both parties and in the interest of a clean environment that the City pay the deductible on behalf of Tenant so that the remediation work can move forward.

Accordingly, it is hereby agreed between the City and Tenant as follows:

Section 1: Tenant's Agreement to Process Insurance Claim. Tenant agrees to take all actions necessary to further and complete the Fund's environmental remediation of the Subject Property. Tenant and City will fully cooperate in this process.

Section 2: City Agreement to Pay Deductible. In consideration for the continued remediation of the Subject Property, the City will pay the sum of \$15,000 to Tenant's designated contractors

in order to satisfy Tenant's deductible obligation under his insurance policy with the Fund.

Section 3: Continuing Cooperation. The parties agree to cooperate and take whatever actions are necessary in order for the remediation work to continue within the scope of the policy and the requirements of the Fund.

Section 4: Eligibility Maintenance The Tenant will maintain eligibility under the Drycleaner Environmental Trust Fund by keeping current licenses, dues, inspections and reporting until a No Further Remediation letter is obtained. After reviewing the reimbursement requests for completed work, the Tenant will sign reimbursement requests to be submitted to the Drycleaner Environmental Trust Fund, and will provide the City with copies of all requests and back up material.

Dated: _____, 2010.

City of Darien

By: _____
City Administrator

Taeik Park

AGENDA MEMO
City Council
February 16, 2010

ISSUE STATEMENT

A resolution authorizing the Mayor, City Clerk and Treasurer to sign a Governmental Certificate, Business Loan Agreement and Compliance Agreement to open a line of credit with Republic Bank.

RESOLUTION

BACKGROUND/HISTORY

The City of Darien accepted a proposal from Republic Bank to provide banking services. At the time one of the items discussed was a line of credit the City could draw upon in case of emergency or cash flow deficiencies. At this time staff recommends entering into an agreement with Republic Bank to open the line of credit in the amount of \$1,250,000.00. The City is not using the money at this time; it is only keeping the option of borrowing the funds at a future date. The intention is to use the line of credit in an emergency or if needed for cash flow.

The included documents are the Governmental Certificate, Business Loan Agreement and the Compliance Agreement. These documents make the credit line available to the City of Darien. In the event the City of Darien requires the funds, a Promissory Note, Business Loan Affidavit, Disbursement Request and Notice of Final Agreement must also be executed by the Mayor, City Clerk and Treasurer. These documents contain the interest rate, which for this loan is the Republic Bank Prime Rate, which currently stands at 3.25%.

STAFF/COMMITTEE RECOMMENDATION

The Administrative/Finance Committee recommends approving the resolution

ALTERNATE CONSIDERATION

Not approving the resolution would be an alternate consideration.

DECISION MODE

This item will be on the February 16, 2010 City Council agenda for formal approval.

A RESOLUTION AUTHORIZING THE MAYOR, CITY CLERK AND TREASURER TO SIGN A GOVERNMENTAL CERTIFICATE, BUSINESS LOAN AGREEMENT AND COMPLIANCE AGREEMENT TO OPEN A LINE OF CREDIT WITH REPUBLIC BANK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that the Mayor, City Clerk and Treasurer are authorized to sign a governmental certificate, business loan agreement and compliance agreement attached hereto as "[Exhibit A1-A3](#)", to open a line of credit with Republic Bank.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of February, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of February, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

-

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

GOVERNMENTAL CERTIFICATE

Principal \$1,250,000.00	Loan Date 02-18-2010	Maturity 02-18-2011	Loan No 5724000-1	Call / Coll	Account	Officer MAS	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Entity: City of Darien
1702 Plainfield Road
Darien, IL 60563

Lender: Republic Bank of Chicago
Oak Brook Corporate
2221 Camden Court
Oak Brook, IL 60523

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is City of Darien ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Illinois. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 1702 Plainfield Road, Darien, IL 60563. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on **February 18, 2010**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIALS. The following named persons is an Officials of City of Darien:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
Kathleen Moesle-Weaver	Mayor	Y X	_____
Michael J. Coren	Treasurer	Y X	_____
Joann Coleman	City Clerk	Y X	_____

ACTIONS AUTHORIZED. Any three (3) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any three (3) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury and confessing judgment against the Entity, as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: None.

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of

**GOVERNMENTAL CERTIFICATE
(Continued)**

the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated February 18, 2010.

CERTIFIED TO AND ATTESTED BY:

X [Signature]
Kathleen Moesle-Weaver, Mayor of City of Darien

X [Signature]
Michael J. Coren, Treasurer of City of Darien

X [Signature]
Joann Coleman, City Clerk of City of Darien

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,250,000.00	02-18-2010	02-18-2011	5724000-1			MAS	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: City of Darien
1702 Plainfield Road
Darien, IL 60563

Lender: Republic Bank of Chicago
Oak Brook Corporate
2221 Camden Court
Oak Brook, IL 60523

THIS BUSINESS LOAN AGREEMENT dated February 18, 2010, is made and executed between City of Darien ("Borrower") and Republic Bank of Chicago ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described on any exhibit or schedule attached to this Agreement. Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, Lender is relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

TERM. This Agreement shall be effective as of February 18, 2010, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until such time as the parties may agree in writing to terminate this Agreement.

CONDITIONS PRECEDENT TO EACH ADVANCE. Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment to Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

Loan Documents. Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Related Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

Borrower's Authorization. Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

Payment of Fees and Expenses. Borrower shall have paid to Lender all fees, charges, and other expenses which are then due and payable as specified in this Agreement or any Related Document.

Representations and Warranties. The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

No Event of Default. There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

REPRESENTATIONS AND WARRANTIES. Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each disbursement of loan proceeds, as of the date of any renewal, extension or modification of any Loan, and at all times any Indebtedness exists:

Organization. Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Illinois. Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business. Specifically, Borrower is, and at all times shall be, duly qualified as a foreign in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Borrower maintains an office at 1702 Plainfield Road, Darien, IL 60563. Unless Borrower has designated otherwise in writing, the principal office is the office at which Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

Assumed Business Names. Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: **None.**

Authorization. Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

Financial Information. Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

Legal Effect. This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

Properties. Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax liens for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

Hazardous Substances. Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of the Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral. (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation,

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 5724000-1

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manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with this section of the Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Borrower or to any other person. The representations and warranties contained herein are based on Borrower's due diligence in investigating the Collateral for hazardous waste and Hazardous Substances. Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

Litigation and Claims. No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

Taxes. To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower's Loan and Note, that would be prior or that may in any way be superior to Lender's Security Interests and rights in and to such Collateral.

Binding Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower's financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantor which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower's books and records at all reasonable times.

Financial Statements. Furnish Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

Additional Information. Furnish such additional information and statements, as Lender may request from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower's properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loans, Borrower will provide Lender with such lender's loss payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and the manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower's business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower's properties, income, or profits. Provided however, Borrower will not be required to pay and discharge any such assessment, tax, charge, levy, lien or claim so long as (1) the legality of the same shall be contested in good faith by appropriate proceedings, and (2) Borrower shall have established on Borrower's books adequate reserves with respect to such contested assessment, tax, charge, levy, lien, or claim in accordance with GAAP.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall notify Lender immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 5724000-1

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business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower's expense, all such investigations, studies, samplings and testings as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, order or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Governmental Requirements. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower's properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation, the Americans With Disabilities Act. Borrower may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower's other properties and to examine or audit Borrower's books, accounts, and records and to make copies and memoranda of Borrower's books, accounts, and records. If Borrower now or at any time hereafter maintains any records (including without limitation computer generated records and computer software programs for the generation of such records) in the possession of a third party, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may request, all at Borrower's expense.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower's part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly and in any event within thirty (30) days after receipt thereof a copy of any notice, summons, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower's part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Borrower fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Borrower's failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender on Borrower's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Capital Expenditures. Make or contract to make capital expenditures, including leasehold improvements, in any fiscal year in excess of \$_____ or incur liability for rentals of property (including both real and personal property) in an amount which, together with capital expenditures, shall in any fiscal year exceed such sum.

Continuity of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged, (2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Agreements. Enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CESSATION OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances or to disburse Loan proceeds if: (A) Borrower or any Guarantor is in default under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition, in the financial condition of any Guarantor, or in the value of any Collateral securing any Loan; or (D) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Agreement or

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 5724000-1

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any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Grantor, as the case may be, has not been given a notice of a similar default within the preceding twelve (12) months, it may be cured if Borrower or Grantor, as the case may be, after Lender sends written notice to Borrower or Grantor, as the case may be, demanding cure of such default: (1) cure the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice of any kind to Borrower, except that in the case of an Event of Default of the type described in the "Insolvency" subsection above, such acceleration shall be automatic and not optional. In addition, Lender shall have all the rights and remedies provided in the Related Documents or available at law, in equity, or otherwise. Except as may be prohibited by applicable law, all of Lender's rights and remedies shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Borrower or of any Grantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide, without any limitation whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further waives all rights of offset or counterclaim that it may have now or later against Lender or against any purchaser of such a participation interest and unconditionally agrees that either Lender or such purchaser may enforce Borrower's obligation under the Loan irrespective of the failure or insolvency of any holder of any interest in the Loan. Borrower further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Illinois.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent

**BUSINESS LOAN AGREEMENT
(Continued)**

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Is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in this Agreement or in any certificate or other instrument delivered by Borrower to Lender under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be continuing in nature, shall be deemed made and redated by Borrower at the time each Loan Advance is made, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full, or until this Agreement shall be terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower's behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means City of Darien and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation all Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**BUSINESS LOAN AGREEMENT
(Continued)**

Loan No: 5724000-1

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Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means Republic Bank of Chicago, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note executed by City of Darien in the principal amount of \$1,250,000.00 dated February 18, 2010, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED FEBRUARY 18, 2010.

BORROWER:

CITY OF DARIEN

By: _____
Kathleen Moesle-Weaver, Mayor of City of Darien

By: _____
Michael J. Coren, Treasurer of City of Darien

By: _____
Joann Coleman, City Clerk of City of Darien

LENDER:

REPUBLIC BANK OF CHICAGO

By: _____
Authorized Officer

COMPLIANCE AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,250,000.00	02-18-2010	02-18-2011	5724000-1			MAS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: City of Darien
1702 Plainfield Road
Darien, IL 60563

Lender: Republic Bank of Chicago
Oak Brook Corporate
2221 Camden Court
Oak Brook, IL 60523

In order to induce REPUBLIC BANK OF CHICAGO, an Illinois Banking Corporation ("Bank") to make the above referenced loan, and in consideration of Bank making said loan, the undersigned hereby agree, covenant, and warrant to Bank that the undersigned will fully cooperate with Bank, or any closing agent employed by Bank with regard to said loan, in order to 1) correct any clerical errors, inaccuracies or misstatements which may be discovered by Bank in its loan review procedures, and 2) execute such new, additional or missing documents or instruments as may now or hereafter be required by law or by any rule or regulation promulgated by Bank's regulatory agencies, or which may be required by Bank in order for it to comply with any law or any rule or regulation promulgated by Bank's regulatory agencies, or which the Bank, in its sole discretion, may deem necessary or desirable in order to sell, convey or market said loan to any agency of the Federal Government or any other third party.

The undersigned specifically authorize the Bank to unilaterally correct clerical, typographical or other errors in and to the loan documents so that the loan documents fully comply and are consistent with the terms and conditions upon which the loan was granted.

The undersigned agree that, if the undersigned shall fail to comply with the terms of this Agreement, such failure shall be deemed a breach under any Note, Mortgage or Security Agreement or other loan document evidencing or securing the above referenced loan, and such breach, if not cured within the period provided in such Note, Mortgage, Security Agreement or other loan document, shall cause all sums then due under any such Note to become immediately due and payable.

City of Darien

By: _____
Kathleen Moesle-Weaver, Mayor

By: _____
Michael J. Coren, Treasurer

By: _____
Joann Coleman, City Clerk

AGENDA MEMO
City Council
February 16, 2010

ISSUE STATEMENT

A resolution authorizing the City Administrator to enter into an agreement with Chase Bank to provide reward credit cards for the City of Darien.

RESOLUTION

BACKGROUND/HISTORY

The City of Darien currently issues several credit cards to employees to make certain City purchases. The [current credit cards](#) offer no rewards for the items purchased with these cards. Chase offers a Flexible Rewards Select Business Card that offers rewards. For each dollar spent, the account is credited with one point. The points can later be redeemed for different types of rewards, including a \$150 check for every 10,000 points earned. There is a \$100 yearly program fee, but with the approximately \$58,000 spent in the last full fiscal year on credit cards last year it is anticipated the rewards will total approximately \$870 for the entire year, for a \$770 benefit to the City of 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 February 16, 2010 City Council agenda for formal approval.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CHASE BANK TO PROVIDE REWARD CREDIT CARDS FOR THE CITY OF DARIEN

-
-

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that the City Administrator is hereby authorized and directed to enter into an agreement with Chase Bank to provide reward credit cards for the City of Darien, 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 16th day of February, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of February, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Cullent

FEES

Annual Card Fees*

*(Assessed in January based on prior year spend; 10-card minimum required)

Less than \$500,000 annual Charge Volume	\$35 per card per year
Greater than or equal to \$500,000 annual Charge Volume	No charge

Incidental Fees

Plastic Design (assessed per order)

Standard

No Charge

Graphix Card Design (one standard color)*

\$350 per side per proof

*(Available only for programs with 20 or more cards)

Copy Retrieval Fee (applies only to non-disputed items)	\$8.00 per receipt
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FAST Card (24-hour card replacement)	\$20 per card
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Cash Advance	2% (\$3.00 minimum)
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Finance Charge Rate (applies only to past due accounts)	Prime Rate + 2%
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Reporting Fees

Smart Data OnLine – Monthly Subscription Fee	\$50 per program per month
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Cardholder Fees (Applies to individual billing only)

Late Payment Fee	\$15 per Card per past due payment by Cardmember
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Returned Check Fee	\$15 per Cardmember check returned
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Finance Charge Rate (applies only to past due accounts)	Prime Rate + 6.4%
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Data File Fees (T&E Expense System or ERP System)

Set Up Fee	\$300 per program
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Monthly Fee	\$50 per program per month
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Other

Should Customer request services not in this schedule, Customer agrees to pay the fee associated with such service.

Proposed

Chase Business Card with Corporate Liability

Exhibit A

Select One Product:

Chase Flexible Rewards Select
Earn Rewards
\$100 Program Fee

Chase Business Capital
No Rewards
No Annual Fee

BUSINESS INFORMATION

TYPE OF BUSINESS (required)

- Corporation
- Partnership
- Non-Profit Corp
- Government
- LLC
- Other

Legal Name of Company (required) _____ Name of Company to appear on card (19 character maximum) _____

Company Street Number (required) _____ Company Street Name (required) _____

Address Line 2 _____

City (required) _____ State (req.) _____ Zip Code (required) _____

Company Phone Number _____ Years in Business _____ Number of Employees _____

Nature of Business _____

Does the Company Have Other Accounts with Chase? Yes No Taxpayer Identification Number (required) _____

AUTHORIZING OFFICER

You must be one of the following (check one):

- President Owner
- Vice President Member/Director
- Treasurer Partner

First Name of Authorizing Officer (required) _____ MI _____ Last Name (required) _____

SSN (for verification purposes only) _____ Date of Birth (required) - mm/dd/yyyy _____

Business E-mail Address _____

FINANCIAL INFORMATION (required)

If tax returns/financial statements are greater than six (6) months old, please provide the last financial statements available and the comparable financial statements for the same period last year.

Please provide photocopies of the following documents:

- Articles of incorporation, partnership agreement, or other documentation evidencing the Company's existence
- Borrowing resolution, board of director's resolution or other documentation evidencing the Authorizing Officer's authority to enter into an agreement on behalf of the Company
- Financial statements from the previous two years (audited if available) or
- Tax returns from the previous two years

Amount of credit line requested \$ _____

ADDITIONAL CARD(S)

Attach additional sheets, if necessary. There is a \$25 additional card fee for the United product.

1.	First Name of Additional Cardmember	MI	Last Name	Monthly Spending Limit
2.	First Name of Additional Cardmember	MI	Last Name	Monthly Spending Limit

BALANCE TRANSFER OPTION

Transfer the amount(s) shown from the MasterCard®, Visa®, Discover®, American Express®, or any store card account(s) listed to this new account.

1.	Amount	Account Number (refer to credit card)
2.	Amount	Account Number (refer to credit card)

Yes! I would like to apply for OVERDRAFT PROTECTION (ODP) Chase Checking Account Number _____

SIGNATURE

This application must be signed by the Authorized Officer of the Company with the authority to bind the Company to the terms and conditions of this application and the Business Card Agreement.

I certify that I am the Authorized Officer with the authority to bind the Company to the terms of this application and the Business Cardmember Agreement governing this account. I have read and agree with the terms and conditions and disclosures included with this application.

Signature of Authorizing Officer _____ Date _____

FOR BANK USE ONLY

Bank Employee Name	Bank No.	Cost Center No.	Standard ID
Bank Employee Name	Bank No.	Cost Center No.	Standard ID
Bank Employee Name	Bank No.	Cost Center No.	Standard ID
Bank Employee Name	Bank No.	Cost Center No.	Standard ID



Source Codes

- Chase Flexible Rewards Select CBPL
- Chase Business Capital CBPM

Chase Flexible Rewards SelectSM Platinum Business Card

RATE, FEE AND OTHER COST INFORMATION

LGC24154

Annual Percentage Rate (APR) for purchases	13.24% variable. ^a
Other APRs	Balance Transfer APR: 13.24% variable. Cash Advance APR: 19.24% variable Default APR: Up to 29.99% variable. See explanation below. ^b Overdraft Advance APR: 19.24% variable (not available in some states)
Variable rate information	The following APRs may vary monthly based on the Prime Rate: ^c Purchase and Balance Transfer APR: The Prime Rate plus 9.99%. Cash Advance APR: The Prime Rate plus 15.99%. Default APR: The Prime Rate plus up to 26.99%, but not more than 29.99%. Overdraft Advance APR: The Prime Rate plus 15.99%.
Grace period for repayment of purchase balances	At least 20 days.
Method of computing the balance for purchases	Average daily balance method (including new purchases).
Annual fee	None
Minimum finance charge	\$1.00
Transaction fee for balance transfers	3% of the amount of each transaction, but not less than \$5.00.
Transaction fees for cash advances	3% of the amount of the transaction, but not less than \$10.00.
Late Payment fee	\$15.00 on balances up to, but not including, \$100.00; \$29.00 on balances of \$100.00 up to, but not including, \$250.00; and \$39.00 on balances of \$250.00 and over.
Over-the-Credit-Limit fee	\$39.00
International Transaction fee	3% of the U.S. dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency.

^a Rates, fees, and terms may change: We reserve the right to change the account terms (including the APRs) at any time for any reason, in addition to APR increases that may occur for failure to comply with the terms of your account. The APRs for this offer are not guaranteed; APRs may change to higher APRs, fixed APRs may change to variable APRs, or variable APRs may change to fixed APRs. Any changes will be in accordance with your account agreement.

^b Your APRs may increase if you default on this account for any of the following reasons: We do not receive at least the minimum payment due by the date and time due; you exceed your credit line, if applicable; or you make a payment to us that is not honored by your bank. Your APRs may increase as of the first day of the billing cycle in which the default occurs. We may consider the following factors to determine the default rate: the length of time your account has been open; the existence, seriousness and timing of defaults; other indications of your account usage and performance; and information about your other relationships with us, any of our related companies or from consumer credit reports.

^c The "Prime Rate" is the highest prime rate published in the Money Rates column of *The Wall Street Journal* two business days before the Closing Date on the statement for each billing period. Variable APRs are based on the 3.25% prime rate on 12/29/2008.

You will earn 1 point for each \$1 of net purchases. You do not earn points on balance transfers, cash advances, cash-like charges such as travelers checks, foreign currency, and money orders, any checks that are used to access your account, overdraft advances, interest, unauthorized or fraudulent charges, or fees of any kind, including fees for products that protect or insure the balances of your account. There is no maximum number of points that you can accumulate in the program. See Rewards Program Rules and Regulations which will be mailed after your account is established. Awards are subject to program restrictions, including 21 day advance ticketing and Saturday night stay for air travel. A service fee of \$14.95 may be charged for the use of Reward Headquarters services for redemption of air travel. There is a \$100 yearly Program fee, which will appear on your first monthly billing statement. Your Program membership will be renewed automatically each year at the then-current yearly Program fee as long as your account is not in default, unless you notify us of cancellation prior to renewal. If at any time you would like to cancel your participation in the Program, and lose any accumulated points, please call the number on the back of your card. We can credit your account the yearly Program fee, if requested within 30 days of billing.

Your billing statement shows your beginning balance and your ending balance (the "New Balance" on your billing statement). If the New Balance is \$10.00 or less, your minimum payment due will be the New Balance. Otherwise, it will be the larger of the following: \$10.00 or 20% of the New Balance. As part of the minimum payment due, we also add any amount past due and any amount over your credit line.

TERMS & CONDITIONS

LGC24154

JPMorgan Chase Bank, N.A. is making this offer to you on behalf of its Delaware affiliate, Chase Bank USA, N.A. Chase USA is the issuer of all Chase Consumer and Business credit cards.

Authorization: When you ("you", "your" means the owner, officer, or partner of the company with the authority to bind the company to the terms & conditions of this offer and the Business Cardmember Agreement, and who is agreeing to the terms on behalf of the company) respond to this credit card offer from Chase Bank USA, N.A. ("Chase", "we", or "us"), you agree to the following:

1. You will provide to us the information listed on the application included with these terms and conditions and will certify to the accuracy of such information.
2. You authorize us to obtain business credit reports and other financial information about the Company. If an account is opened, you will receive a Cardmember Agreement with the Company card(s). By using the account or any card, or authorizing their use, you agree to the terms of the Cardmember Agreement.
3. You authorize us to allocate Company payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply Company payments and credits to balances with lower APRs (such as promotional APRs) before balances with higher APRs.
4. Claims and disputes are subject to arbitration.
5. As describe in the Cardmember Agreement, we reserve the right to change the terms of the Company's account (including the APRs) at any time, for any reason, in addition to APR increases that may occur for failure to comply with the terms of the Company's account.
6. You also certify that you have the authority to permit us to issue a credit card containing the Company name if completed on the form.

Company Liability: You understand that the Company is responsible for payment of all balances incurred on all cards and accounts issued pursuant to this application now or whenever such additional accounts may be established or cards issued in the future. You must notify us immediately to close the accounts and prevent further usage.

Before we approve the Company for a credit card, we will review the Company's financial information and the Company information you provide with your response to confirm that the Company meets the criteria for this offer. Based on this review, the Company may not receive a card.

If an account is approved, all cardmembers will have access to 100% of the approved credit limit. If you would like to set spending limits on any cardmembers, please contact our Cardmember Service Department after the account has been opened. By becoming a Visa Business Card cardmember, you agree that the card is being used only for business purposes and that the card is being issued to a public or private company including a sole proprietor or employees or contractors of an organization. You must be at least 18 years old (19 in AL and NE) to sign as the Authorizing Officer.

We reserve the right to change the benefit features associated with the Company's cards at any time.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all customers, and that credit reporting agencies maintain separate histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

Replying to this offer: If you omit any information on the form, we may deny your request for an account. If applicable, Chase cardmembers who currently have or have had a Chase credit card in any Rewards Program associated with this offer or have received a similar bonus offer, may not be eligible for a second Chase credit card in the same Rewards Program, or for any bonus offer. Chase cardmembers currently receiving promotional pricing, or Chase cardmembers with a history of only using their current or prior Chase card for promotional pricing offers, are not eligible for a second Chase credit card with promotional pricing. The Company must be headquartered within the 50 United States or the District of Columbia. The information about the costs of the card described in this disclosure is accurate as of 12/29/2008. This information may have changed after that date. You should contact us for any change after the printing date by writing to Cardmember Service, P.O. Box 15043, Wilmington, DE 19850-5043.

USA Patriot Act: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Two Easy Steps to Transfer Balances

You can transfer balances from other accounts.

1. Write the account number of your other credit or store card(s) and the exact amount of the balance(s) you wish to transfer in the Balance Transfer Option on your enclosed Certificate.
2. Contact your other credit or store card issuers to close your other accounts if you wish. The Chase Flexible Rewards Select Platinum Business Card is the only card you need.

You agree that all transferred balances consist of business related expenses. Balance transfers are contingent upon issuance of your account with us. Each transfer will reduce your available credit just like any other transaction. You will see a payment for the amount transferred on the statement from your other accounts. It may take up to three weeks to set up your new account with us and process the balance transfer(s), so you may still need to make payments to your other accounts to keep them current. Balance transfers are subject to the transaction fee shown in the enclosed "Rate, Fee and Other Cost Information." In the event that your request(s) exceed the amount of your credit line, we will fulfill your requests in numeric order as listed in your response. We may decline to process any full or partial balance transfer request and will not process a balance transfer request from any other account or loan that we or any of our affiliates issued. We may not use your total credit line when honoring balance transfers because the total balance transfers and any related fees and finance charges may take your balance over the available credit line.

Chase Business Capital Card

RATE, FEE AND OTHER COST INFORMATION

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Annual Percentage Rate (APR) for purchases	13.24% variable. ^a
Other APRs	Balance Transfer APR: 13.24% variable. Cash Advance APR: 19.24% variable Default APR: Up to 29.99% variable. See explanation below. ^b Overdraft Advance APR: 19.24% variable (not available in some states)
Variable rate information	The following APRs may vary monthly based on the Prime Rate: ^c Purchase and Balance Transfer APR: The Prime Rate plus 9.99%. Cash Advance APR: The Prime Rate plus 15.99%. Default APR: The Prime Rate plus up to 26.99%, but not more than 29.99%. Overdraft Advance APR: The Prime Rate plus 15.99%.
Grace period for repayment of purchase balances	At least 20 days.
Method of computing the balance for purchases	Average daily balance method (including new purchases).
Annual fee	None
Minimum finance charge	\$1.00
Transaction fee for balance transfers	3% of the amount of each transaction, but not less than \$5.00.
Transaction fees for cash advances	3% of the amount of the transaction, but not less than \$10.00.
Late Payment fee	\$15.00 on balances up to, but not including, \$100.00; \$29.00 on balances of \$100.00 up to, but not including, \$250.00; and \$39.00 on balances of \$250.00 and over.
Over-the-Credit-Limit fee	\$39.00
International Transaction fee	3% of the U.S. dollar amount of the transaction, whether originally made in U.S. dollars or converted from a foreign currency.

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1. You will provide to us the information listed on the application included with these terms and conditions and will certify to the accuracy of such information.
2. You authorize us to obtain business credit reports and other financial information about the Company. If an account is opened, you will receive a Cardmember Agreement with the Company card(s). By using the account or any card, or authorizing their use, you agree to the terms of the Cardmember Agreement.
3. You authorize us to allocate Company payments and credits in a way that is most favorable to or convenient for us. For example, you authorize us to apply Company payments and credits to balances with lower APRs (such as promotional APRs) before balances with higher APRs.
4. Claims and disputes are subject to arbitration.
5. As describe in the Cardmember Agreement, we reserve the right to change the terms of the Company's account (including the APRs) at any time, for any reason, in addition to APR increases that may occur for failure to comply with the terms of the Company's account.
6. You also certify that you have the authority to permit us to issue a credit card containing the Company name if completed on the form.

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