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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**  
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Agenda of the Regular Meeting  
of the City Council of the  
**CITY OF DARIEN**  
November 21, 2011  
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — November 7, 2011
6. Receiving of Communications
7. Mayor's Report
  - A. Darien Chamber of Commerce Update
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
  - A. Warrant Number — 11-12-13
  - B. Monthly Report — October 2011
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 A Resolution Supporting the DuPage Senior Citizen's Council by Providing Funding for Meals on Wheels, Home Maintenance and Well Being Checkups for Darien Residents in the Budgeted Amount of \$22,000.00
  - B. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Cable Franchise Agreement with Comcast to Provide Cable Television Services in Darien
  - C. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator to Obtain Bids and Secure Funding for Video Production Equipment to Operate the City of Darien's Public, Educational and Government (PEG) Access Channel
  - D. Consideration of a Motion to Approve an Ordinance Granting a Minor Amendment to an Approved Planned Unit Development (Crossroads of Darien PUD, 8350 Lemont Rd, Building G)
  
16. New Business
  - A. Consideration of a Motion to Approve an Ordinance Approving a Special Use to the Darien Zoning Ordinance (PZC 2011-10: 1450 Plainfield Road, Midwest Foot and Ankle Center)
  - B. Consideration of a Motion to Approve a Resolution Accepting a Proposal from UGX Incorporated to Provide Snow Plowing and Deicing Services for the Parking Lot and Walkways at the Darien Heritage Center and the Sidewalk Plowing and Deicing Services at the Municipal Complex at the Proposed Schedule of Prices Through April 30, 2012
  - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute a Collective Bargaining Agreement between the Metropolitan Alliance of Police and the City of Darien (5-1-2010 to 4-30-2014)
  - D. Consideration of a Motion to Approve an Ordinance Authorizing the Execution of a Purchase and Sale Agreement and Related Conveyancing Documents with Chase Bank (Former Shell Gas Station/75<sup>th</sup> and Cass) (To be Distributed)
  
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
  
18. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE NOVEMBER 7, 2011 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:45 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**NOVEMBER 7, 2011**

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:45 P.M. by Mayor Weaver.

2. **PLEDGE OF ALLEGIANCE**

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

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

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

Also in Attendance: Kathleen Moesle Weaver, Mayor  
JoAnne E. Ragona, City Clerk  
Michael J. Coren, City Treasurer  
John B. Murphey, City Attorney  
Bryon D. Vana, City Administrator  
Daniel Gombac, Director of Community Development/Municipal Services  
John Cooper, Deputy Chief  
David Skala, Deputy Chief

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

5. **APPROVAL OF MINUTES** – October 17, 2011

It was moved by Alderman Schauer and seconded by Alderman Avci to approve the minutes of the City Council Meeting of October 17, 2011, as presented.

Roll Call: Ayes: Avci, Beilke, Marchese, Poteraske, Schauer, Seifert

Nays: None

Abstain: McIvor

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

6. **RECEIVING OF COMMUNICATIONS**

There were none.

7. **MAYOR'S REPORT**

A. **RECOGNITION OF CAROL GIERUT FOR HER YEARS OF DEDICATED SERVICE TO THE BOARD OF FIRE AND POLICE COMMISSIONERS**

Mayor Weaver spoke of Carol Gierut's 13 ½ years of service on the Board of Fire and Police Commissioners, as well as her service as an Alderman and on the Citizen of the Year Committee. Mayor Weaver read and presented a plaque to Ms. Gierut in recognition of her service from October 6, 1997 to April 30, 2011.

There was a round of applause from the Council Members and the audience, and congratulatory hand shakes from the City Council.

Carol Gierut expressed gratitude to Mayor Weaver, City Council Members, former Mayor Soldato, retired Chief Pavelchik, Deputy Chiefs Cooper and Skala, Frank Noverini, Mark Piccoli, Carol Kopta and her replacement on the Board of Fire and Police Commissioners, Wayne Scharnak. She extended her wishes for success to Chief Ernest Brown.

8. **CITY CLERK'S REPORT**

There was no report.

9. **CITY ADMINISTRATOR'S REPORT**

There was no report.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac...

...announced that DuPage County Division of Transportation will be conducting an informational meeting, which is open to the public, concerning improvements being proposed along 75<sup>th</sup> Street from Adams Street to Plainfield Road. The meeting will be held at Ashton Place on November 15, 2011 from 4:00 p.m. to 7:00 p.m.

...advised the 2011/2012 Tree Trimming Program Map may be viewed at City Hall. He noted that the contract includes excellent pricing for resident private tree trimming. Director Gombac stated that John Carr, the City's Arborist, may be contacted regarding tree-related questions.

Deputy Chief Skala...

- recognized Jorene Pierzga for her dedicated years of service as a crossing guard from 1993 to 2011. Ms. Pierzga was unable to attend the meeting.
- recognized John Carr and Nick Skweres for their installation of audio/visual equipment in the Police Training Room. He extended appreciation to John Carr for his construction of a wooden cabinet which houses the computer equipment and serves as an audio/visual control station for the presenter. Deputy Chief Skala awarded a plaque to John Carr in appreciation of his time, effort, and individual contribution to the Darien Police Department.
- recognized Canine Rolf, Badge #392 who recently passed. Rolf partnered and served with Officer Rich Stutte since 2003. Deputy Chief Skala presented a plaque to Officer Stutte in recognition of Rolf's work; he also presented a plaque with Rolf's photograph that will be displayed on the Police Department Wall of Retired Officers. Officer Steve Liss spoke of the time and dedication which goes into training a dog; he presented Officer Stutte with a plaque in memory of Rolf from the canine handlers and partners who trained with Officer Stutte and Rolf. Officer Liss also presented a Distinguished Service Award from the Canine Response Unit to Officer Stutte and Rolf for dedicated service from August 2006 to September 2011. Officer Stutte expressed gratitude to the numerous representatives of Police and Fire Departments for attending this evening's meeting; to Arboretum View Hospital for their care of Rolf; the Chamber of Commerce for funding the second canine dog in 2003; the City Council, past and present, and Administrator Vana for their support of the program; Deputy Chief Cooper for obtaining necessary equipment; Deputy Chief Skala and Sergeant Piccoli for the training received; Officer Steve Liss for his competitiveness; his family; Woodridge Police Chief Steve Herron, who in the early 1980's influenced

him to become a canine officer; and Rolf, his partner and family member. He read a quotation from Dr. Seuss, “Don’t cry because it’s over; smile because it happened.”

Deputy Chiefs Cooper and Skala left the meeting at 8:15 p.m.

11. **TREASURER'S REPORT**

**A. WARRANT NUMBER 11-12-12**

It was moved by Alderman Schauer and seconded by Alderman Beilke to approve payment of Warrant Number 11-12-12 in the amount of \$205,954.30 from the General Fund; \$14,342.79 from the Water Fund; \$3,401.17 from the Motor Fuel Tax Fund; \$12,770.00 from the Water Depreciation Fund; \$36,008.50 from the Darien Dispatch Center Fund; \$110,039.39 from the Capital Improvement Fund; \$215,446.22 from the General Fund Payroll for the period ending 10/20/11; \$20,048.10 from the Water Fund Payroll for the period ending 10/20/11; for a total to be approved of \$618,010.47.

Mayor Weaver questioned the \$3,613.00 expense on Page 5 to Gaffney’s for repair of a street light at 1310 Woodland. Director Gombac noted there was a typographical error; the street address was 8310 Woodland. He advised the street light was replaced due to a vehicular accident and will be fully reimbursed.

Mayor Weaver inquired if the invoices from Royal Oaks are for foreclosed properties. Director Gombac responded the majority are foreclosures, and liens will be placed on those properties.

Roll Call: Ayes: Avci, Beilke, Marchese, McIvor, Poteraske, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

12. **STANDING COMMITTEE REPORTS**

**Municipal Services Committee** — Chairman Marchese advised the minutes of the August 15, 2011 Special Meeting and the September 26, 2011 Regular Meeting of the Municipal Services Committee have been forwarded to the Clerk’s office for posting. He

announced the next meeting is scheduled to take place on November 28, 2011 at 6:30 P.M.

**Police Committee** — Chairman McIvor announced the next Police Committee Meeting is scheduled to take place on December 1, 2011 at 6:00 P.M.

**Administrative/Finance Committee** — Chairman Poteraske announced the next Administrative/Finance Committee Meeting is scheduled to take place on November 14, 2011 at 6:30 P.M. in the upstairs conference room.

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

Mayor Weaver announced that Item A under New Business has been removed from the agenda.

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

**A. A MOTION TO APPROVE GRANTING A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN CHAMBER OF COMMERCE**

**B. RESOLUTION NO. R-86-11**      **A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF A STORM SEWER AT 706 AND 710 69<sup>TH</sup> STREET**

**C. RESOLUTION NO. R-87-11**      **A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AGREEMENT FOR THE TREE TRIMMING AND REMOVAL PROGRAM BETWEEN THE CITY OF**

**DARIEN AND STEVE PIPER & SONS, INC. IN AN AMOUNT NOT TO EXCEED \$88,060.00 FOR PARKWAY TREE MAINTENANCE TRIMMING AND AUTHORIZING THE PROPOSED UNIT PRICING FOR TREE REMOVAL AND STUMP GRINDING**

**D. RESOLUTION NO. R-88-11**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DARIEN AND CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$13,500.00 (PAVEMENT CORING 2012 STREET MAINTENANCE)**

Roll Call: Ayes: Avci, Beilke, Marchese, McIvor, Poteraske, Schauer, Seifert

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

16. **NEW BUSINESS**

**A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT AND RELATED CONVEYANCING DOCUMENTS WITH CHASE BANK (FORMER SHELL GAS STATION/75<sup>TH</sup> AND CASS)**

This item was removed from the agenda.

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

Alderman Beilke spoke of the removal of New Business, Item A. She requested the City Council Members consider requesting some type of community benefit from Chase as part of the purchase contract. A lengthy discussion ensued.

Alderman Avci brought up the increase in water rates from the City of Chicago.

Mayor Weaver advised that the DuPage Water Commission rate increase, which goes into effect January 1, 2012, will be discussed at the upcoming Goal Setting Session.

Alderman McIvor asked if sewer rates will be increased as well. Director Gombac responded that there has been no indication from DuPage County that sewer rates will increase.

In addition to discussing the 2012/2013 budget, Alderman Avci requested forecasting into the future be included in the Goal Setting Session.

Alderman McIvor requested the Goal Setting Session date, time, and place be sent out on Direct Connect so that interested residents may attend.

18. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:45 P.M.

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Mayor

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City Clerk

JER/ld

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 11-07-11.  
Minutes of 11-07-11 CCM

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
November 21, 2011**

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

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

General Fund		<b>\$379,521.09</b>
Water Fund		<b>\$194,920.76</b>
Motor Fuel Tax Fund		<b>\$629.76</b>
Water Depreciation Fund		
Darien Dispatch Center		
Capital Improvement Fund		<b>\$18,212.60</b>
D.A.R.E Fund		
Debt Service Fund		
	<b>Subtotal:</b>	<b>\$ 593,284.21</b>
General Fund Payroll	11/03/11	\$ 211,616.82
Water Fund Payroll	11/03/11	\$ 21,506.05
	<b>Subtotal:</b>	<b>\$ 233,122.87</b>
<b>Total to be Approved by City Council:</b>		<b>\$ 826,407.08</b>

**Approvals:**

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

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JoAnne E. Ragona, City Clerk

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Michael J. Coren, Treasurer

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Bryon D. Vana, City Administrator

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 11/8/2011 Through 11/21/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIS	OCTOBER 2011 COMPUTER SERVICES	Consulting/Professional	3,081.25	4325
AIS	HP PRO BOOK & MICROSOFT OFFICE 2010	Consulting/Professional	1,129.00	4325
BEST QUALITY CLEANING, INC.	NOVEMBER 2011 JANITORIAL SERVICE	Janitorial Service	1,182.00	4345
CHASE CARD SERVICES	TRAINING CEO'S FOR ACCOUNTANT	Training and Education	298.00	4263
CHRISTOPHER B. BURKE ENG, LTD	ALTA SURVEY - GREAT DANE	Const/Prof Reimbursable	902.25	4328
DES PLAINES OFFICE EQUIPMENT	NOVEMBER 7, 2011 SERVICE CALL - KYOCERA KM-6030	Maintenance - Equipment	150.00	4225
DES PLAINES OFFICE EQUIPMENT	NOVEMBER 9, 2011 SERVICE CALL KYOCERA KM-6030 COPY MACHINE	Maintenance - Equipment	158.00	4225
DUPAGE COUNTY PUBLIC WORKS	1702 PLAINFIELD	Utilities (Elec,Gas,Wtr,Sewer)	27.73	4271
GENE'S TIRE SERVICE, INC.	NEW TIRE	Vehicle (Gas and Oil)	164.50	4273
HOME DEPOT	SUPPLIES	Maintenance - Building	114.54	4223
MUNICIPAL WEB SERVICES	SEPTEMBER 2011 WEBSITE HOSTING	Consulting/Professional	880.00	4325
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	1,725.71	4267
NICOR GAS	7422 S. CASS - ACCT 05-09-41-1000 3	Utilities (Elec,Gas,Wtr,Sewer)	59.37	4271
NICOR GAS	1702 PLAINFIELD ROAD - ACCT 82-54-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	170.14	4271
OFFICE DEPOT	SUPPLIES	Supplies - Office	69.90	4253
ROSENTHAL, MURPHEY, COBLENTZ	CHASE SALE	Liability Insurance	3,150.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	GREAT DANE SALE	Liability Insurance	3,202.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	WATER RATE	Liability Insurance	157.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	MUNICIPAL SERVICES CONTRACTS	Liability Insurance	1,312.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS	Liability Insurance	2,572.50	4219

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 11/8/2011 Through 11/21/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ROSENTHAL, MURPHEY, COBLENTZ	COSTS ADVANCED	Liability Insurance	233.22	4219
ROSENTHAL, MURPHEY, COBLENTZ	WALMART AGREEMENT	Liability Insurance	420.00	4219
SUBURBAN LIFE PUBLICATIONS	LEGAL NOTICE 4912 - 1450 PLAINFIELD	Legal Notices	331.32	4221
		Total Administration	21,491.93	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 11/8/2011 Through 11/21/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHASE CARD SERVICES	TREATS FOR KIDS - MAKE A DIFFERENCE DAY	Boards and Commissions	102.96	4205
CHASE CARD SERVICES	BAGS, RAKES, GLOVES - MAKE A DIFFERENCE DAY	Boards and Commissions	193.34	4205
		Total City Council	296.30	



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 11/8/2011 Through 11/21/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
Aaron Spencer	2011 PARKWAY TREE PLANTING PROGRAM	Forestry	0.00	4350
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	70.93	4229
AIRGAS NORTH CENTRAL	OXYGEN & ACETYLENE RENTAL	Supplies - Other	31.68	4257
C & M PIPE & SUPPLY	GARDEN BOXES & RISER FOR ARROW LANE PROJECT	Drainage Projects	230.00	4374
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	201.14	4229
CHRISTOPHER B. BURKE ENG, LTD	DORCHESTER/SOMER... DRAINAGE STRUCTURE	Consulting/Professional	110.00	4325
CHRISTOPHER B. BURKE ENG, LTD	1109 JANET DRAINAGE & CLARENDON HILLS & ELM STREET STRIPING	Consulting/Professional	825.00	4325
CHRISTOPHER B. BURKE ENG, LTD	BROOKERIDGE BANK STABILIZATION	Consulting/Professional	1,428.00	4325
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	112.22	4219
COM ED	STREET LIGHTS 2510 ABBEY DR, LOT 278 DARIEN- ACCT 0448008035	Street Light Oper & Maint.	303.84	4359
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	89.09	4223
DuPage County	2011 PARKWAY TREE PLANTING PROGRAM	Forestry	0.00	4350
EXELON ENERGY INC.	STREET LIGHTS SW COR 75TH ST, ADAMS	Street Light Oper & Maint.	1,564.95	4359
Farmingdale Terrace Condo Assn #2	2011 PARKWAY TREE PLANTING PROGRAM	Forestry	0.00	4350
FLEETPRIDE	BRAKE REPAIR PARTS	Maintenance - Vehicles	350.68	4229
FOSTER'S TRUCK REPAIR	SAFETY LANE	Liability Insurance	343.50	4219
FOSTER'S TRUCK REPAIR	SAFETY LANE	Liability Insurance	45.50	4219
Frank Blunda	2011 PARKWAY TREE PLANTING PROGRAM	Forestry	0.00	4350

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 11/8/2011 Through 11/21/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
GAFFNEY'S PROTECTIVE MAINTENAN	REPAIR STREET LIGHT AT 1345 CHAPMAN	Street Light Oper & Maint.	3,178.00	4359
GAFFNEY'S PROTECTIVE MAINTENAN	INSTALLATION OF TWO NEW STREET LIGHTS	Street Light Oper & Maint.	7,778.25	4359
Gene Callaghan	2011 PARKWAY TREE PLANTING PROGRAM	Forestry	0.00	4350
GERBER AUTO GLASS	REAR GLASS 1994 FORD #600	Maintenance - Vehicles	245.64	4229
HOME DEPOT	SUPPLIES	Supplies - Other	260.83	4257
HOVING CLEAN SWEEP	STREET SWEEPING	Street Sweeping	6,244.78	4373
JACK PHELAN DODGE	REPAIR PARTS	Maintenance - Vehicles	102.00	4229
JACK PHELAN DODGE	NEW TRANS MINUS \$450 CREDIT FOR RETURNED PARTS	Maintenance - Vehicles	1,835.75	4229
JACK PHELAN DODGE	CREDIT MEMO 11/07/11 - PARTS RETURN - TRANS CORE	Maintenance - Vehicles	(450.00)	4229
JAKE BRUZAN	CDL REIMBURSEMENT	Liability Insurance	60.00	4219
JoAnna Ciochon	2011 PARKWAY TREE PLANTING PROGRAM	Forestry	0.00	4350
JOHN DEERE LANDSCAPES	TURF SEED MIX	Supplies - Other	112.00	4257
John Dziergas	2011 PARKWAY TREE PLANTING PROGRAM	Forestry	0.00	4350
KIEFT BROS., INC.	DEPRESSED FRAME & GRATE & ADJUSTING RING FOR SEWER REPAIRS	Drainage Projects	673.00	4374
KLOA, INC.	TRAFFIC EVALUATION - ROBERTS ROAD/DUNMORE DRIVE	Consulting/Professional	980.00	4325
LAWSON PRODUCTS INCORPORATED	SUPPLIES	Supplies - Other	527.43	4257
LAWSON PRODUCTS INCORPORATED	1/4 STEEL PULL RIVETS	Supplies - Other	54.34	4257
McMASTER-CARR SUPPLY CO.	SQUARE FINISHING PLUGS FOR MAILBOX POSTS	Supplies - Other	27.96	4257

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 11/8/2011 Through 11/21/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
OCCUPATIONAL HEALTH CENTERS	RANDOM SCREENING	Liability Insurance	69.00	4219
POMP'S TIRE SERVICE, INC.	NEW TIRES FOR #106	Maintenance - Vehicles	1,154.00	4229
Porfirio Salgado	2011 PARKWAY TREE PLANTING PROGRAM	Forestry	0.00	4350
RED WING SHOES	UNIFORMS	Uniforms	216.00	4269
RED WING SHOES	UNIFORMS	Uniforms	412.18	4269
Robert Jozwiak	2011 PARKWAY TREE PLANTING PROGRAM	Forestry	0.00	4350
ROBERT L. SANSFIELD	SMALL TOOLS	Small Tools & Equipment	58.65	4259
ROBERT L. SANSFIELD	SOFTWARE UPDATE FOR SCANNER	Small Tools & Equipment	475.95	4259
ROSENTHAL, MURPHEY, COBLENTZ	ZONING REVIEW	Liability Insurance	735.00	4219
RUSSO'S POWER EQUIPMENT	FOUR NEW LINE TRIMMERS	Small Tools & Equipment	880.00	4259
THE T.L.C. GROUP, LTD.	75TH TREES	Forestry	2,245.70	4350
THE T.L.C. GROUP, LTD.	REPLACEMENT & 50/50 TREES CITY EXPENSE	Forestry	7,533.50	4350
TRAFFIC CONTROL AND PROTECTION	SIGNS	Supplies - Other	370.01	4257
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	265.59	4223
Victor Patton	2011 PARKWAY TREE PLANTING PROGRAM	Forestry	0.00	4350
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Vehicles	456.81	4229
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	61.27	4229
		Total Public Works, Streets	42,270.17	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 11/8/2011 Through 11/21/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	659.63	4229
AIR-RITE HEATING & COOLING	REPAIR A/C AT POLICE DEPARTMENT	Maintenance - Building	1,708.50	4223
AWARD EMBLEM COMPANY	PLAQUE FOR CAROL GIERUT	Uniforms	64.65	4269
AWARD EMBLEM COMPANY	PLAQUES - 2 FOR ROLF & 1 FOR JORENE PIERZGA	Uniforms	396.59	4269
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	794.42	4229
CHASE CARD SERVICES	EVIDENCE ENVELOPES	Investigation and Equipment	33.15	4217
CHASE CARD SERVICES	INVESTIGATION - SPANISH	Investigation and Equipment	221.85	4217
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	Investigation and Equipment	54.40	4217
CHASE CARD SERVICES	K-9 FOOD	Investigation and Equipment	26.97	4217
CHASE CARD SERVICES	FAN FOR EVIDENCE ROOM	Investigation and Equipment	14.99	4217
CHASE CARD SERVICES	LIGHT BULBS - LIVESCAN	Maintenance - Building	78.45	4223
CHASE CARD SERVICES	SHIPPING RETURN	Postage/Mailings	8.95	4233
CHASE CARD SERVICES	SHIPPING RETURN	Postage/Mailings	34.66	4233
CHASE CARD SERVICES	SHIPPING RETURN	Postage/Mailings	4.80	4233
CHASE CARD SERVICES	SHIPPING RETURN	Postage/Mailings	12.24	4233
CHASE CARD SERVICES	PAGER RENTAL - TWO MONTHS	Rent - Equipment	51.44	4243
CHASE CARD SERVICES	PAGER RENTAL	Rent - Equipment	51.44	4243
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	85.96	4253
CHASE CARD SERVICES	SERGEANT MEETING SUPPLIES	Travel/Meetings	13.11	4265
CHASE CARD SERVICES	PARKING INTERNATIONAL CHIEF'S CONFERENCE	Travel/Meetings	26.00	4265
CHASE CARD SERVICES	PARKING IACP CONFERENCE	Travel/Meetings	19.00	4265

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 11/8/2011 Through 11/21/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
CHASE CARD SERVICES	SERGEANT MEETING SUPPLIES	Travel/Meetings	10.68	4265
CHASE CARD SERVICES	INTERNET	Telephone	94.90	4267
CHASE CARD SERVICES	CARABINERS FOR GO BAGS	Equipment	58.82	4815
ENVIRONMENTAL SAFETY GROUP	UNIFORM ALLOWANCE - LIZ POTERASKE	Uniforms	48.85	4269
FIRST SECURITY SYSTEMS	REPLACEMENT OF BAD READER AT WEST EMPLOYEE ENTRANCE	Maintenance - Building	263.50	4223
FIRST SECURITY SYSTEMS	DOOR LOCK SYSTEM	Maintenance - Building	(534.38)	4223
GENE'S TIRE SERVICE, INC.	REPAIR FLAT	Maintenance - Vehicles	30.60	4229
GLOCK, INC.	RANGE SUPPLIES	Investigation and Equipment	517.00	4217
GRAINGER	LIGHTS & BATTERY	Maintenance - Building	350.83	4223
HOME DEPOT	SUPPLIES	Maintenance - Building	64.33	4223
I.A.P.E.M.	2012 MEMBERSHIP DUES - M. LISKA	Dues and Subscriptions	25.00	4213
I.A.P.E.M.	2012 MEMBERSHIP DUES - W. FOSTER	Dues and Subscriptions	25.00	4213
I.A.P.E.M.	2012 MEMBERSHIP DUES - K. FOYLE-PRICE	Dues and Subscriptions	25.00	4213
ILLINOIS ATTORNEY GENERAL	SEX OFFENDER REGISTRATION FEES	Investigation and Equipment	60.00	4217
ILLINOIS STATE POLICE	SEX OFFENDER REGISTRATION FEES	Investigation and Equipment	60.00	4217
KING CAR WASH	CAR WASHES	Maintenance - Vehicles	364.50	4229
LAW ENFORCEMENT RECORDS MGMT.	DECEMBER 1, 2011 HOLIDAY LUNCHEON MEETING	Travel/Meetings	15.00	4265
MASTER-BREW	COFFEE & SUPPLIES	Travel/Meetings	146.85	4265
MASTER-BREW	COFFEE & SUPPLIES	Travel/Meetings	104.90	4265
MILES CHEVROLET	NEW POLICE VEHICLES	Equipment	278,971.75	4815
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	107.86	4267
NICOR GAS	1710 PLAINFIELD ROAD - ACCT 82-80-00-1000 9	Utilities (Elec,Gas,Wtr,Sewer)	387.15	4271

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 11/8/2011 Through 11/21/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
RAY O'HERRON CO. INC OF OBT	SERVICE BARS - WHITESIDES	Auxiliary Police	4.95	4203
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - KOSIENIAK	Uniforms	79.95	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - MARK BOZEK	Uniforms	55.90	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - KOSIENIAK	Uniforms	151.90	4269
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - S. LISS	Uniforms	46.90	4269
RCM DATA CORPORATION	TONER CARTRIDGES	Supplies - Office	355.98	4253
ROSENTHAL, MURPHEY, COBLENTZ	POLICE ORDINANCE REVIEW	Liability Insurance	2,100.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	MAP UNION NEGOTIATIONS	Liability Insurance	1,627.50	4219
S.E.D.C.O.M.	DECEMBER 2011 ASSESSMENT	Contractual Services	2,025.33	4370
SUBURBAN DOOR CHECK & LOCK SVC	DUPLICATE KEYS	Maintenance - Building	15.80	4223
TREASURER, STATE OF ILLINOIS	SEX OFFENDER REGISTRATION FEES	Investigation and Equipment	20.00	4217
ULTRA STROBE COMMUNICATIONS	LIGHTS MOUNTED	Equipment	640.00	4815
ULTRA STROBE COMMUNICATIONS	LIGHTS MOUNTED	Equipment	1,280.00	4815
ULTRA STROBE COMMUNICATIONS	LIGHTS MOUNTED	Equipment	3,840.00	4815
ULTRA STROBE COMMUNICATIONS	LIGHTS MOUNTED	Equipment	160.00	4815
ULTRA STROBE COMMUNICATIONS	TWO SIDE MIRROR LIGHTS	Equipment	160.00	4815
ULTRA STROBE COMMUNICATIONS	TWO SIDE MIRROR LIGHTS	Equipment	960.00	4815
ULTRA STROBE COMMUNICATIONS	EIGHT SIDE MIRROR LIGHTS	Equipment	640.00	4815
ULTRA STROBE COMMUNICATIONS	SIXTEEN LIGHTS	Equipment	1,520.00	4815
ULTRA STROBE COMMUNICATIONS	TWENTY-FOUR LIGHTS	Equipment	1,920.00	4815
ULTRA STROBE COMMUNICATIONS	TWO LIGHTS	Equipment	160.00	4815
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	52.50	4223
VERIZON WIRELESS	EVDO	Telephone	798.21	4267

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 11/8/2011 Through 11/21/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
WEST SUBURBAN DETECTIVES ASSN	FOSTER	Travel/Meetings	20.00	4265
WEST SUBURBAN DETECTIVES ASSN	FOYLE-PRICE	Travel/Meetings	20.00	4265
WEST SUBURBAN DETECTIVES ASSN	BOZEK	Travel/Meetings	20.00	4265
WESTTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Vehicles	68.26	4229
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	<u>1,789.75</u>	4229
		Total Police Department	306,092.27	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Business District**  
**From 11/8/2011 Through 11/21/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ATWELL , LLC	DEDUCTIBLE - HERITAGE CENTER REMEDICATION - FINAL PAYMENT	Maintenance - Grounds	6,810.49	4227
COM ED	7515 S. CASS, UNIT J - ACCT 7156801032	Maintenance - Equipment	64.94	4225
COM ED	7515 S. CASS, UNIT D - ACCT 7156797060	Maintenance - Equipment	209.41	4225
COM ED	7515 S. CASS, UNIT BD - ACCT 7156796018	Maintenance - Equipment	24.29	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT D	Maintenance - Equipment	497.95	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNITS J & K	Maintenance - Equipment	11.17	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT C	Maintenance - Equipment	11.17	4225
NICOR GAS	7515 S. CASS, UNIT D - ACCT 40-53-48-5251 8	Maintenance - Equipment	225.99	4225
NICOR GAS	7515 S. CASS, UNIT J - ACCT 43-44-83-6184 0	Maintenance - Equipment	19.51	4225
			Total Business District	
			Total General Fund	
			7,874.92	
			379,521.09	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 11/8/2011 Through 11/21/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALEXANDER CHEMICAL CORPORATION	CHLORINE	Supplies - Operation	1,350.00	4255
ASSOCIATED TECHNICAL SERVICES	LOCATE WATER LEAKS AT 79TH & CASS & 7235 LEONARD	Leak Detection	542.00	4326
BEST QUALITY CLEANING, INC.	NOVEMBER 2011 JANITORIAL SERVICE	Maintenance - Building	608.00	4223
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	Liability Insurance	112.22	4219
COM ED	UTILITIES FOR 75TH STREET PUMP HOUSE	Utilities (Elec,Gas,Wtr,Sewer)	248.12	4271
COM ED	PLAINFIELD & MANNING ACCT 0437036069	Utilities (Elec,Gas,Wtr,Sewer)	48.86	4271
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	89.10	4223
DUPAGE WATER COMMISSION	WATER OPERATION & MAINTENANCE COSTS	DuPage Water Commission	190,171.65	4340
FOSTER'S TRUCK REPAIR	SAFETY LANE	Liability Insurance	104.50	4219
HD SUPPLY WATERWORKS	6-INCH REPAIR CLAMPS	Maintenance - Water System	291.80	4231
HOME DEPOT	SUPPLIES	Maintenance - Water System	114.57	4231
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	323.58	4267
NICOR GAS	1930 MANNING ROAD, DOWNERS GROVE- ACCT 05-00-21-1000 4	Utilities (Elec,Gas,Wtr,Sewer)	4.56	4271
RED WING SHOES	UNIFORMS	Uniforms	403.20	4269
SUBURBAN LABORATORIES	TEST WATER SAMPLES	Quality Control	243.00	4241
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	265.60	4223
		Total Public Works, Water	194,920.76	
		Total Water Fund	194,920.76	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 11/8/2011 Through 11/21/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
JAMES D. FIALA PAVING COMPANY	HOT PATCH	Road Material	241.92	4245
JAMES D. FIALA PAVING COMPANY	HOT PATCH	Road Material	<u>387.84</u>	4245
		Total MFT Expenses	629.76	
		Total Motor Fuel Tax	<u>629.76</u>	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 11/8/2011 Through 11/21/2011**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
C & M PIPE & SUPPLY	4 IN & 6 IN DWALL/SOCK, GRATES & RISERS FOR HIGH ROAD	Ditch Projects	1,704.00	4376
C & M PIPE & SUPPLY	CREDIT MEMO	Ditch Projects	(40.00)	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR HIGH ROAD PROJECT	Ditch Projects	600.00	4376
DAS ENTERPRISES, INC.	DIRT FOR HIGH ROAD PROJECT	Ditch Projects	1,200.00	4376
DAS ENTERPRISES, INC.	DIRT FOR HIGH ROAD PROJECT	Ditch Projects	1,200.00	4376
DAS ENTERPRISES, INC.	DIRT FOR HIGH ROAD PROJECT	Ditch Projects	1,200.00	4376
DAS ENTERPRISES, INC.	DIRT FOR HIGH ROAD PROJECT	Ditch Projects	2,880.00	4376
DAS ENTERPRISES, INC.	DIRT FOR HIGH ROAD PROJECT	Ditch Projects	2,400.00	4376
E.F. HEIL LLC	DUMP FEE FOR HIGH ROAD PROJECT	Ditch Projects	540.00	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	960.54	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	1,002.54	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	1,010.10	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	1,055.64	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	1,155.36	4376
JAMES D. FIALA PAVING COMPANY	HOT PATCH FOR HIGH ROAD PROJECT	Ditch Projects	1,074.72	4376

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 11/8/2011 Through 11/21/2011**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
JOHANNA BETH SENNETT	REIMBURSEMENT SPRINKLER REPAIR - LAKE RIDGE DRAINAGE PROJECT	Ditch Projects	171.20	4376
KIEFT BROS., INC.	12-IN MP FLARED ENDS FOR HIGH ROAD PROJECT	Ditch Projects	98.50	4376
		Total Capital Fund Expenditures	18,212.60	
		Total Capital Improvement Fund	18,212.60	
Report Total			593,284.21	

11/24/11

\$1,496.11

\$0.00

\$299.00

CHASE

Account number: ~~XXXXXXXXXXXX~~

\$

1496.11

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

01385 BEX Z 30611 C  
BRYON VANA  
CITY OF DARIEN  
1702 PLAINFIELD RD  
DARIEN IL 60561-5044



CARDMEMBER SERVICE  
PO BOX 15153  
WILMINGTON DE 19886-5153



⑆5000 16028⑆ 1595 1736344848⑆

## BUSINESS CARD STATEMENT

Customer Service  
1-800-346-5538

Additional contact  
information on back →

## ACCOUNT SUMMARY

Account Number: ~~XXXXXXXXXXXX~~

Previous Balance	\$1,997.88
Payment, Credits	-\$1,997.88
Purchases	+\$1,496.11
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$1,496.11</b>

## PAYMENT INFORMATION

New Balance	\$1,496.11
Payment Due Date	11/24/11
Minimum Payment Due	\$299.00

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

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

Opening/Closing Date	10/03/11 - 11/02/11
Total Credit Line	\$100,000
Available Credit	\$98,503
Cash Access Line	\$20,000
Available for Cash	\$20,000

## FLEXIBLE REWARDS SUMMARY

Previous points balance	31,499
Points earned on purchases this period	1,497
<b>New total points balance</b>	<b>32,996</b>

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

## ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
10/17	Payment Thank You - Image Check BRYON VANA TRANSACTIONS THIS CYCLE (XXXXXXXXXX) -\$1,997.88 INCLUDING PAYMENTS RECEIVED	-1,997.88
10/03	USPS 16837005529307592 WESTMONT IL 01-40-4237 Return-shipping	34.66
10/21	PETSMART INC 422 DARIEN IL 01-40-4217 K-97000	26.97
10/21	O'HARA TRUE VALUE HOME & DARIEN IL 01-40-4217 Furniture department room SARAH FALCO TRANSACTIONS THIS CYCLE (XXXXXXXXXX) \$76.62	14.99
10/03	AMERICAN MESSAGING 888-247-7890 TX 01-40-4243 Paper Rental	51.44
10/04	JEWEL #3123 DARIEN IL 01-40-4265 Sgt. Meeting Supplies	10.68
10/04	LEXISNEXIS RISK MGT 888-332-8244 FL 01-40-4217 Detective internet searches	54.40
10/12	USPS.COM CLICK66100611 800-3447779 DC 01-40-4233 Shipping return	8.95
10/17	AMERICAN MESSAGING 888-247-7890 TX 01-40-4243 Paper Rental - 2 months	51.44
10/18	USPS.COM CLICK66100611 800-3447779 DC 01-40-4233 Shipping returned w/label	4.80
10/21	COMCAST CHICAGO 800-COMCAST IL 01-40-4267 Internet	94.90
10/21	USPS.COM CLICK66100611 800-3447779 DC 01-40-4233 Shipping return	12.24
10/21	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies	85.96
10/24	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4217 Evidence Envelopes	33.15
11/01	JEWEL #3123 DARIEN IL 01-40-4265 - Sgt. Meeting Supplies CAROL KOPTA TRANSACTIONS THIS CYCLE (XXXXXXXXXX) \$421.07	13.11
10/07	LANGUAGELINE.COM/WEBPIL 800-7526096 CA 01-40-4217 Investigative Spanish	221.85

**ACCOUNT ACTIVITY (CONTINUED)**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
10/06	LIGHT BULB EMPORIUM LL 888-7770649 NJ 01-40-4223 Light bulbs livescan	78.45
10/17	PERSONALIZED LAZER DESIGN 303-9200879 CO 01-40-4815 Carabiners for Go Bags	58.82
10/25	MARTIN LUTHER KING SELF P CHICAGO IL 01-40-4265 IACP Conference	19.00
JOHN COOPER TRANSACTIONS THIS CYCLE (██████████) \$378.12		
10/14	CPEDEPOT/ACCTING CIRCLES 916-251-9511 CA 01-10-4263 Training CEO's for account	298.00
10/25	WAL-MART DARIEN IL 01-12-4205 Make A Difference Day - Tracts for kids	102.96
10/25	THE HOME DEPOT 1905 DARIEN IL 01-12-4205 Make A Difference Day - Bags, rekn. slow	193.34
SCOTT COREN TRANSACTIONS THIS CYCLE (██████████) \$594.30		
10/25	GRANT PARK S GARAGE CHICAGO IL 01-40-4265 Parking Intl Check's Conference	26.00
DAVE SKALA TRANSACTIONS THIS CYCLE (██████████) \$26.00		

2011 Totals Year-to-Date	
Total fees charged in 2011	\$100.00
Total interest charged in 2011	\$0.00

Year-to-date totals reflect all charges minus any refunds applied to your account.

**INTEREST CHARGES**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

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

(v) = Variable Rate

31 Days in Billing Period

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

**CITY OF DARIEN**  
**REVENUE AND EXPENDITURE REPORT SUMMARY**  
**October 31, 2011**

**GENERAL FUND - (01)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 850,999	\$ 7,951,153	\$ 12,335,784
Expenditures	\$ 754,395	\$ 5,944,562	\$ 12,794,419

Audited 5/1/11 Opening Fund Balance: \$ 4,461,410  
Transfer to Capital Fund \$ (3,000,000)  
Current Fund Balance: \$ 3,468,001

**WATER FUND - (02)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 894,237	\$ 2,320,222	\$ 4,517,159
Expenditures	\$ 322,671	\$ 1,866,645	\$ 4,687,929

Audited 5/1/11 Cash Balance \$ 1,350,682  
Current Cash Balance: \$ 1,804,258

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

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 42,461	\$ 382,277	\$ 555,250
Expenditures	\$ 39,566	\$ 407,949	\$ 586,030

Audited 5/1/11 Opening Fund Balance: \$ 80,990  
Current Fund Balance: \$ 55,318

**WATER DEPRECIATION FUND (12)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 109	\$ 814	\$ -
Expenditures	\$ 485	\$ 22,724	\$ 47,540

Audited 5/1/11 Cash Balance \$ 134,503  
Current Cash Balance: \$ 112,593

**CAPITAL IMPROVEMENT FUND (25)**

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 3,006	\$ 3,200,257	\$ 3,200,770
Expenditures	\$ 199,465	\$ 1,881,133	\$ 2,387,098

Audited 5/1/11 Opening Fund Balance: \$ 114,693  
Current Fund Balance: \$ 1,433,818

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

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 2,331	\$ 105,518	\$ 104,300
Expenditures	\$ -	\$ 52,375	\$ 104,500

Audited 5/1/11 Opening Fund Balance: \$ 2,202  
Current Fund Balance: \$ 55,345

	Current Actual Year to Date	Current Budgeted F.Y.E. '12	Prior Year Actual Through Oct 10
Property Tax Collections	\$ 2,265,776	\$ 2,310,057	\$ 2,237,776
Sales Tax Collections	\$ 2,446,821	\$ 4,550,000	\$ 2,172,312

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 10/1/2011 Through 10/31/2011**

		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	22,291.10	10,000.00	1,961,408.93	1,980,000.00	2,000,287.00	(38,878.07)	1.94%
Real Estate Taxes - Prior	3111	3.30	0.00	4.38	0.00	0.00	4.38	0.00%
Road and Bridge Tax	3120	2,234.47	5,000.00	181,882.38	179,500.00	185,000.00	(3,117.62)	1.68%
Municipal Utility Tax	3130	88,245.98	105,000.00	545,928.56	560,000.00	1,040,000.00	(494,071.44)	47.50%
Amusement Tax	3140	7,395.57	8,750.00	53,437.92	52,500.00	105,000.00	(51,562.08)	49.10%
Hotel/Motel Tax	3150	4,089.09	2,583.33	20,828.57	15,499.98	31,000.00	(10,171.43)	32.81%
Personal Property Tax	3425	1,348.54	467.50	3,228.43	2,805.00	5,610.00	(2,381.57)	42.45%
Total Taxes		125,608.05	131,800.83	2,766,719.17	2,790,304.98	3,366,897.00	(600,177.83)	17.83%
License, Permits, Fees								
Business Licenses	3210	125.00	0.00	5,910.00	5,250.00	44,000.00	(38,090.00)	86.56%
Liquor License	3212	0.00	0.00	50,000.00	40,000.00	42,650.00	7,350.00	(17.23)%
Contractor Licenses	3214	1,290.00	2,000.00	10,830.00	12,000.00	15,000.00	(4,170.00)	27.80%
Court Fines	3216	17,975.69	15,833.33	72,638.50	94,999.98	190,000.00	(117,361.50)	61.76%
Towing Fees	3217	5,000.00	0.00	23,332.50	0.00	0.00	23,332.50	0.00%
Booking Fees	3218	500.00	0.00	2,400.00	0.00	0.00	2,400.00	0.00%
Ordinance Fines	3230	1,300.00	2,916.67	11,635.00	17,500.02	35,000.00	(23,365.00)	66.75%
Building Permits and Fees	3240	4,539.00	5,000.00	31,799.00	52,500.00	60,000.00	(28,201.00)	47.00%
Telecommunication Taxes	3242	79,471.17	83,166.67	483,676.54	499,000.02	998,000.00	(514,323.46)	51.53%
Cable T.V. Franchise Fee	3244	0.00	0.00	154,151.10	140,000.00	300,000.00	(145,848.90)	48.61%
PEG - Fees - AT&T	3245	0.00	0.00	5,932.22	0.00	0.00	5,932.22	0.00%
NICOR Franchise Fee	3246	0.00	0.00	0.00	0.00	40,000.00	(40,000.00)	100.00%
Public Hearing Fees	3250	0.00	0.00	1,840.00	2,300.00	5,000.00	(3,160.00)	63.20%
Elevator Inspections	3255	175.00	0.00	2,480.00	1,500.00	3,500.00	(1,020.00)	29.14%
Public Improvement Permit Fee	3260	0.00	0.00	(125.00)	0.00	0.00	(125.00)	0.00%
Engineering/Prof Fee Reimb	3265	2,075.00	4,166.67	19,625.66	25,000.02	50,000.00	(30,374.34)	60.74%
Legal Fee Reimbursement	3266	0.00	41.67	0.00	250.02	500.00	(500.00)	100.00%
D.U.I. Technology Fines	3267	820.00	833.33	2,798.39	4,999.98	10,000.00	(7,201.61)	72.01%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**General Fund**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Police Special Service	3268	10,411.77	8,333.33	72,415.68	49,999.98	100,000.00	(27,584.32)	27.58%
Stormwater Management Fees	3270	0.00	0.00	50.00	0.00	0.00	50.00	0.00%
Total License, Permits, Fees		123,682.63	122,291.67	951,389.59	945,300.02	1,893,650.00	(942,260.41)	49.76%
Charges for Services								
Inspections/Tap on/Permits	3320	0.00	0.00	900.00	0.00	0.00	900.00	0.00%
Total Charges for Services		0.00	0.00	900.00	0.00	0.00	900.00	0.00%
Intergovernmental								
State Income Tax	3410	0.00	125,000.00	823,836.92	950,000.00	1,589,971.00	(766,134.08)	48.18%
Local Use Tax	3420	22,951.54	19,564.50	160,267.94	117,387.00	234,774.00	(74,506.06)	31.73%
Sales Taxes	3430	440,597.57	400,000.00	2,446,821.22	2,190,000.00	4,550,000.00	(2,103,178.78)	46.22%
Total Intergovernmental		463,549.11	544,564.50	3,430,926.08	3,257,387.00	6,374,745.00	(2,943,818.92)	46.18%
Other Revenue								
Interest Income	3510	1,597.09	833.33	11,613.25	4,999.98	10,000.00	1,613.25	(16.13)%
Gain/Loss on Investment	3515	4.11	0.00	57.68	0.00	0.00	57.68	0.00%
Water Share Expense	3520	20,833.34	20,833.33	125,000.04	124,999.98	250,000.00	(124,999.96)	49.99%
Police Report/Prints	3534	475.00	375.00	3,370.00	2,250.00	4,500.00	(1,130.00)	25.11%
DARE Contribution	3536	0.00	0.00	500.00	0.00	0.00	500.00	0.00%
Grants	3560	0.00	0.00	301.64	0.00	0.00	301.64	0.00%
Rents	3561	28,201.10	15,082.67	148,868.65	90,496.02	180,992.00	(32,123.35)	17.74%
Other Reimbursements	3562	65,386.44	8,333.33	114,556.45	49,999.98	100,000.00	14,556.45	(14.55)%
Residential Concrete Reimb	3563	0.00	0.00	145,189.37	0.00	0.00	145,189.37	0.00%
Mail Box Reimbursement Program	3569	0.00	0.00	668.91	0.00	0.00	668.91	0.00%
Sales of Wood Chips	3572	110.00	0.00	3,705.00	0.00	0.00	3,705.00	0.00%
Sale of Equipment	3575	0.00	0.00	18,851.07	0.00	0.00	18,851.07	0.00%
Reimbursement - Workers Comp	3577	5,417.72	0.00	59,471.67	0.00	0.00	59,471.67	0.00%
Miscellaneous Revenue	3580	2,050.35	833.33	84,569.21	4,999.98	10,000.00	74,569.21	(745.69)%
Total Other Revenue		124,075.15	46,290.99	716,722.94	277,745.94	555,492.00	161,230.94	(29.02)%
Total Revenue		836,914.94	844,947.99	7,866,657.78	7,270,737.94	12,190,784.00	(4,324,126.22)	35.47%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Fund**  
**From 10/1/2011 Through 10/31/2011**

		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	892,983.78	881,659.00	2,293,243.95	2,324,159.00	4,501,159.00	(2,207,915.05)	49.05%
Inspections/Tap on/Permits	3320	0.00	333.33	9,860.00	1,999.98	4,000.00	5,860.00	(146.50)%
Sale of Meters	3325	0.00	291.67	2,091.37	1,750.02	3,500.00	(1,408.63)	40.24%
Other Water Sales	3390	48.10	375.00	5,983.60	2,250.00	4,500.00	1,483.60	(32.96)%
Total Charges for Services		893,031.88	882,659.00	2,311,178.92	2,330,159.00	4,513,159.00	(2,201,980.08)	48.79%
Other Revenue								
Interest Income	3510	1,204.76	333.33	9,042.99	1,999.98	4,000.00	5,042.99	(126.07)%
Total Other Revenue		1,204.76	333.33	9,042.99	1,999.98	4,000.00	5,042.99	(126.07)%
Total Revenue		894,236.64	882,992.33	2,320,221.91	2,332,158.98	4,517,159.00	(2,196,937.09)	48.64%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Motor Fuel Tax**  
**From 10/1/2011 Through 10/31/2011**

	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	42,457.05	46,270.84	381,704.29	277,625.04	555,250.00	(173,545.71)	31.25%
Total Intergovernmental		42,457.05	46,270.84	381,704.29	277,625.04	555,250.00	(173,545.71)	31.26%
Other Revenue								
Interest Income	3510	4.22	0.00	572.82	0.00	0.00	572.82	0.00%
Total Other Revenue		4.22	0.00	572.82	0.00	0.00	572.82	0.00%
Total Revenue		42,461.27	46,270.84	382,277.11	277,625.04	555,250.00	(172,972.89)	31.15%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Impact Fee Agency Fund**  
**From 10/1/2011 Through 10/31/2011**

	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 14.83	0.00	87.50	0.00	0.00	87.50	0.00%
Total Other Revenue	14.83	0.00	87.50	0.00	0.00	87.50	0.00%
Total Revenue	14.83	0.00	87.50	0.00	0.00	87.50	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Special Service Area Tax Fund**  
**From 10/1/2011 Through 10/31/2011**

	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 0.01	0.00	4,739.36	5,000.00	5,000.00	(260.64)	5.21%
Real Estate Taxes - Prior	3111 49.80	0.00	49.80	0.00	0.00	49.80	0.00%
Total Taxes	49.81	0.00	4,789.16	5,000.00	5,000.00	(210.84)	4.22%
Other Revenue							
Interest Income	3510 15.75	0.00	74.89	0.00	0.00	74.89	0.00%
Total Other Revenue	15.75	0.00	74.89	0.00	0.00	74.89	0.00%
Total Revenue	65.56	0.00	4,864.05	5,000.00	5,000.00	(135.95)	2.72%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Drug Forfeiture Fund**  
**From 10/1/2011 Through 10/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Other Revenue								
Interest Income	3510	6.84	0.00	35.76	0.00	0.00	35.76	0.00%
Drug Forfeiture Receipts	3538	0.00	0.00	1,396.84	0.00	0.00	1,396.84	0.00%
Total Other Revenue	<u>6.84</u>	<u>0.00</u>	<u>1,432.60</u>	<u>0.00</u>	<u>0.00</u>	<u>1,432.60</u>	<u>0.00%</u>	
Total Revenue	6.84	0.00	1,432.60	0.00	0.00	1,432.60	0.00%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Water Depreciation Fund**  
**From 10/1/2011 Through 10/31/2011**

	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	107.32	0.00	783.88	0.00	0.00	783.88	0.00%
Gain/Loss on Investment	3515	1.86	0.00	30.27	0.00	0.00	30.27	0.00%
Total Other Revenue	<u>109.18</u>	<u>0.00</u>	<u>814.15</u>	<u>0.00</u>	<u>0.00</u>	<u>814.15</u>	<u>0.00%</u>	
Total Revenue	109.18	0.00	814.15	0.00	0.00	814.15	0.00%	

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Darien Area Dispatch Center**  
**From 10/1/2011 Through 10/31/2011**

	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 648.75	0.00	3,975.90	0.00	0.00	3,975.90	0.00%
Total Other Revenue	648.75	0.00	3,975.90	0.00	0.00	3,975.90	0.00%
Total Revenue	648.75	0.00	3,975.90	0.00	0.00	3,975.90	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Drug Seizures Fund**  
**From 10/1/2011 Through 10/31/2011**

	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 17.26	0.00	91.76	0.00	0.00	91.76	0.00%
Total Other Revenue	17.26	0.00	91.76	0.00	0.00	91.76	0.00%
Total Revenue	17.26	0.00	91.76	0.00	0.00	91.76	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Road Improvement Fund**  
**From 10/1/2011 Through 10/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 6.76	0.00	39.90	0.00	0.00	39.90	0.00%
Total Other Revenue	<u>6.76</u>	<u>0.00</u>	<u>39.90</u>	<u>0.00</u>	<u>0.00</u>	<u>39.90</u>	<u>0.00%</u>
Total Revenue	6.76	0.00	39.90	0.00	0.00	39.90	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Capital Improvement Fund**  
**From 10/1/2011 Through 10/31/2011**

		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	1,135.17	0.00	194,193.52	200,770.00	200,770.00	(6,576.48)	3.27%
Total Taxes		1,135.17	0.00	194,193.52	200,770.00	200,770.00	(6,576.48)	3.28%
Other Revenue								
Interest Income	3510	1,870.49	0.00	6,063.53	0.00	0.00	6,063.53	0.00%
Transfer from Other Funds	3612	0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00	0.00	0.00%
Total Other Revenue		1,870.49	0.00	3,006,063.53	3,000,000.00	3,000,000.00	6,063.53	(0.20)%
Total Revenue		3,005.66	0.00	3,200,257.05	3,200,770.00	3,200,770.00	(512.95)	0.02%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Revenue**  
**Debt Service Fund**  
**From 10/1/2011 Through 10/31/2011**

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 2,270.34	9,000.00	105,434.46	104,000.00	104,000.00	1,434.46	(1.37)%
Total Taxes	2,270.34	9,000.00	105,434.46	104,000.00	104,000.00	1,434.46	(1.38)%
Other Revenue							
Interest Income	3510 60.83	25.00	83.70	150.00	300.00	(216.30)	72.10%
Total Other Revenue	60.83	25.00	83.70	150.00	300.00	(216.30)	72.10%
Total Revenue	2,331.17	9,025.00	105,518.16	104,150.00	104,300.00	1,218.16	(1.17)%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Revenue**  
**Business District**  
**General Fund**  
**From 10/1/2011 Through 10/31/2011**

	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 13,766.13	11,916.67	80,184.13	71,500.02	143,000.00	(62,815.87)	43.92%
Maintenance - Reimbursable	3567 318.00	166.67	1,990.00	1,000.02	2,000.00	(10.00)	0.50%
Operations Revenue	3576 0.00	0.00	2,320.76	0.00	0.00	2,320.76	0.00%
Total Other Revenue	<u>14,084.13</u>	<u>12,083.34</u>	<u>84,494.89</u>	<u>72,500.04</u>	<u>145,000.00</u>	<u>(60,505.11)</u>	<u>41.73%</u>
Total Revenue	14,084.13	12,083.34	84,494.89	72,500.04	145,000.00	(60,505.11)	41.73%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	32,431.54	32,461.52	216,467.09	210,999.88	422,000.00	205,532.91	48.70%
Overtime	4030	0.00	1,000.00	0.00	3,000.00	4,000.00	4,000.00	100.00%
<b>Total Salaries</b>		<b>32,431.54</b>	<b>33,461.52</b>	<b>216,467.09</b>	<b>213,999.88</b>	<b>426,000.00</b>	<b>209,532.91</b>	<b>49.19%</b>
<b>Benefits</b>								
Social Security	4110	1,265.81	1,815.38	12,108.58	11,799.97	23,600.00	11,491.42	48.69%
Medicare	4111	474.12	461.52	3,171.59	2,999.88	6,000.00	2,828.41	47.14%
I.M.R.F.	4115	4,028.12	4,125.00	26,739.71	24,750.00	49,500.00	22,760.29	45.98%
Medical/Life Insurance	4120	4,792.24	5,735.42	30,254.31	34,412.52	68,825.00	38,570.69	56.04%
Supplemental Pensions	4135	1,908.14	1,916.67	12,080.59	11,500.02	23,000.00	10,919.41	47.47%
<b>Total Benefits</b>		<b>12,468.43</b>	<b>14,053.99</b>	<b>84,354.78</b>	<b>85,462.39</b>	<b>170,925.00</b>	<b>86,570.22</b>	<b>50.65%</b>
<b>Materials and Supplies</b>								
Dues and Subscriptions	4213	530.95	204.17	1,200.95	1,225.02	2,450.00	1,249.05	50.98%
Liability Insurance	4219	6,358.42	0.00	19,215.60	9,350.00	52,900.00	33,684.40	63.67%
Legal Notices	4221	405.63	1,000.00	2,548.62	2,900.00	8,000.00	5,451.38	68.14%
Maintenance - Building	4223	146.14	916.67	1,940.97	5,500.02	11,000.00	9,059.03	82.35%
Maintenance - Equipment	4225	100.00	1,083.33	2,779.63	6,499.98	13,000.00	10,220.37	78.61%
Maintenance - Grounds	4227	0.00	583.33	799.18	3,499.98	7,000.00	6,200.82	88.58%
Maintenance - Vehicles	4229	0.00	0.00	104.48	0.00	0.00	(104.48)	0.00%
Postage/Mailings	4233	103.94	100.00	1,556.37	2,200.00	5,200.00	3,643.63	70.06%
Printing and Forms	4235	667.09	245.83	1,182.91	1,724.98	4,000.00	2,817.09	70.42%
Public Relations	4239	3,145.27	2,333.33	9,625.81	13,999.98	28,000.00	18,374.19	65.62%
Rent - Equipment	4243	585.00	650.00	1,170.00	650.00	2,400.00	1,230.00	51.25%
Supplies - Office	4253	320.01	916.67	2,742.72	5,500.02	11,000.00	8,257.28	75.06%
Supplies - Other	4257	87.08	250.00	328.49	1,500.00	3,000.00	2,671.51	89.05%
Training and Education	4263	0.00	375.00	0.00	2,250.00	4,500.00	4,500.00	100.00%
Travel/Meetings	4265	105.86	166.67	105.86	1,000.02	2,000.00	1,894.14	94.70%
Telephone	4267	2,795.83	5,125.00	19,901.90	30,750.00	61,500.00	41,598.10	67.63%
Utilities (Elec,Gas,Wtr,Sewer)	4271	438.00	291.67	1,122.93	1,750.02	3,500.00	2,377.07	67.91%
Vehicle (Gas and Oil)	4273	479.86	658.33	3,415.60	3,949.98	7,900.00	4,484.40	56.76%
ESDA	4279	0.00	0.00	0.00	2,000.00	2,000.00	2,000.00	100.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Administration**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total Materials and Supplies		16,269.08	14,900.00	69,742.02	96,250.00	229,350.00	159,607.98	69.59%
Contractual								
Audit	4320	0.00	0.00	8,425.00	11,650.00	11,650.00	3,225.00	27.68%
Consulting/Professional	4325	4,176.75	7,829.17	41,603.59	46,975.02	93,950.00	52,346.41	55.71%
Conslt/Prof Reimbursable	4328	144.50	0.00	144.50	0.00	0.00	(144.50)	0.00%
Contingency	4330	396.58	833.33	1,596.58	4,999.98	10,000.00	8,403.42	84.03%
Janitorial Service	4345	1,182.00	1,375.00	5,910.00	8,250.00	16,500.00	10,590.00	64.18%
Total Contractual		5,899.83	10,037.50	57,679.67	71,875.00	132,100.00	74,420.33	56.34%
Other Charges								
Transfer to Other Funds	4605	0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00	0.00	0.00%
Total Other Charges		0.00	0.00	3,000,000.00	3,000,000.00	3,000,000.00	0.00	0.00%
Total Expenditures		67,068.88	72,453.01	3,428,243.56	3,467,587.27	3,958,375.00	530,131.44	13.39%
Total		(67,068.88)	(72,453.01)	(3,428,243.56)	(3,467,587.27)	(3,958,375.00)	(530,131.44)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**City Council**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.08	21,075.00	21,372.48	42,745.00	21,670.00	50.69%
Total Salaries		<u>3,562.50</u>	<u>3,562.08</u>	<u>21,075.00</u>	<u>21,372.48</u>	<u>42,745.00</u>	<u>21,670.00</u>	<u>50.70%</u>
Benefits								
Social Security	4110	220.88	221.67	1,306.68	1,330.02	2,660.00	1,353.32	50.87%
Medicare	4111	51.67	51.67	305.66	310.02	620.00	314.34	50.70%
I.M.R.F.	4115	0.00	158.33	35.67	949.98	1,900.00	1,864.33	98.12%
Total Benefits		<u>272.55</u>	<u>431.67</u>	<u>1,648.01</u>	<u>2,590.02</u>	<u>5,180.00</u>	<u>3,531.99</u>	<u>68.19%</u>
Materials and Supplies								
Boards and Commissions	4205	0.00	208.33	235.60	1,249.98	2,500.00	2,264.40	90.57%
Cable Operations	4206	0.00	208.33	0.00	1,249.98	2,500.00	2,500.00	100.00%
Liability Insurance	4219	0.00	2,671.67	0.00	16,030.02	42,060.00	42,060.00	100.00%
Public Relations	4239	0.00	0.00	760.40	750.00	1,500.00	739.60	49.30%
Travel/Meetings	4265	0.00	62.50	364.00	375.00	750.00	386.00	51.46%
Total Materials and Supplies		<u>0.00</u>	<u>3,150.83</u>	<u>1,360.00</u>	<u>19,654.98</u>	<u>49,310.00</u>	<u>47,950.00</u>	<u>97.24%</u>
Contractual								
Consulting/Professional	4325	803.00	2,250.00	483.00	13,500.00	27,000.00	26,517.00	98.21%
Trolley Contracts	4366	0.00	0.00	0.00	0.00	900.00	900.00	100.00%
Total Contractual		<u>803.00</u>	<u>2,250.00</u>	<u>483.00</u>	<u>13,500.00</u>	<u>27,900.00</u>	<u>27,417.00</u>	<u>98.27%</u>
Total Expenditures		<u>4,638.05</u>	<u>9,394.58</u>	<u>24,566.01</u>	<u>57,117.48</u>	<u>125,135.00</u>	<u>100,568.99</u>	<u>80.37%</u>
Total		(4,638.05)	(9,394.58)	(24,566.01)	(57,117.48)	(125,135.00)	(100,568.99)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Community Development**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	20,287.60	20,807.68	134,243.40	135,249.92	270,500.00	136,256.60	50.37%
Overtime	4030	0.00	83.33	0.00	499.98	1,000.00	1,000.00	100.00%
<b>Total Salaries</b>		<u>20,287.60</u>	<u>20,891.01</u>	<u>134,243.40</u>	<u>135,749.90</u>	<u>271,500.00</u>	<u>137,256.60</u>	<u>50.55%</u>
<b>Benefits</b>								
Social Security	4110	1,212.08	1,153.84	8,062.40	7,499.96	15,000.00	6,937.60	46.25%
Medicare	4111	283.48	303.84	1,885.55	1,974.96	3,950.00	2,064.45	52.26%
I.M.R.F.	4115	2,412.20	2,675.00	15,961.55	16,050.00	32,100.00	16,138.45	50.27%
Medical/Life Insurance	4120	3,047.26	3,083.33	17,821.62	18,499.98	37,000.00	19,178.38	51.83%
Supplemental Pensions	4135	276.90	300.00	1,522.95	1,800.00	3,600.00	2,077.05	57.69%
<b>Total Benefits</b>		<u>7,231.92</u>	<u>7,516.01</u>	<u>45,254.07</u>	<u>45,824.90</u>	<u>91,650.00</u>	<u>46,395.93</u>	<u>50.62%</u>
<b>Materials and Supplies</b>								
Boards and Commissions	4205	380.00	200.00	722.00	1,200.00	2,400.00	1,678.00	69.91%
Dues and Subscriptions	4213	0.00	0.00	453.00	500.00	750.00	297.00	39.60%
Liability Insurance	4219	262.50	0.00	367.50	2,250.00	46,750.00	46,382.50	99.21%
Maintenance - Vehicles	4229	0.00	158.33	106.50	949.98	1,900.00	1,793.50	94.39%
Postage/Mailings	4233	0.00	0.00	960.00	0.00	0.00	(960.00)	0.00%
Printing and Forms	4235	0.00	216.67	0.00	1,300.02	2,600.00	2,600.00	100.00%
Supplies - Office	4253	0.00	37.50	21.10	225.00	450.00	428.90	95.31%
Training and Education	4263	0.00	41.67	510.00	250.02	500.00	(10.00)	(2.00)%
Travel/Meetings	4265	0.00	33.33	40.00	199.98	400.00	360.00	90.00%
Vehicle (Gas and Oil)	4273	144.37	166.25	876.24	997.50	1,995.00	1,118.76	56.07%
<b>Total Materials and Supplies</b>		<u>786.87</u>	<u>853.75</u>	<u>4,056.34</u>	<u>7,872.50</u>	<u>57,745.00</u>	<u>53,688.66</u>	<u>92.98%</u>
<b>Contractual</b>								
Consulting/Professional	4325	3,171.64	2,375.00	17,895.10	14,250.00	28,500.00	10,604.90	37.21%
Conslt/Prof Reimbursable	4328	7,497.28	4,208.33	27,765.59	25,249.98	50,500.00	22,734.41	45.01%
<b>Total Contractual</b>		<u>10,668.92</u>	<u>6,583.33</u>	<u>45,660.69</u>	<u>39,499.98</u>	<u>79,000.00</u>	<u>33,339.31</u>	<u>42.20%</u>
<b>Total Expenditures</b>		<u>38,975.31</u>	<u>35,844.10</u>	<u>229,214.50</u>	<u>228,947.28</u>	<u>499,895.00</u>	<u>270,680.50</u>	<u>54.15%</u>
<b>Total</b>		<u>(38,975.31)</u>	<u>(35,844.10)</u>	<u>(229,214.50)</u>	<u>(228,947.28)</u>	<u>(499,895.00)</u>	<u>(270,680.50)</u>	<u>0.00%</u>

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	29,295.53	37,184.60	262,786.36	241,699.90	483,400.00	220,613.64	45.63%
Overtime	4030	2,093.50	2,000.00	19,726.76	21,000.00	95,000.00	75,273.24	79.23%
<b>Total Salaries</b>		<u>31,389.03</u>	<u>39,184.60</u>	<u>282,513.12</u>	<u>262,699.90</u>	<u>578,400.00</u>	<u>295,886.88</u>	<u>51.16%</u>
<b>Benefits</b>								
Social Security	4110	3,373.56	4,670.42	26,332.78	28,022.52	56,045.00	29,712.22	53.01%
Medicare	4111	789.00	1,092.50	6,158.60	6,555.00	13,110.00	6,951.40	53.02%
I.M.R.F.	4115	6,874.37	8,458.33	47,459.02	50,749.98	101,500.00	54,040.98	53.24%
Medical/Life Insurance	4120	10,444.05	12,750.00	62,702.37	76,500.00	153,000.00	90,297.63	59.01%
Supplemental Pensions	4135	184.60	208.33	1,476.80	1,249.98	2,500.00	1,023.20	40.92%
<b>Total Benefits</b>		<u>21,665.58</u>	<u>27,179.58</u>	<u>144,129.57</u>	<u>163,077.48</u>	<u>326,155.00</u>	<u>182,025.43</u>	<u>55.81%</u>
<b>Materials and Supplies</b>								
Liability Insurance	4219	704.77	2,000.00	4,956.35	12,672.00	72,672.00	67,715.65	93.17%
Maintenance - Building	4223	5,686.40	2,597.17	9,592.41	15,583.02	31,166.00	21,573.59	69.22%
Maintenance - Equipment	4225	3,237.74	1,754.17	11,558.39	10,525.02	21,050.00	9,491.61	45.09%
Maintenance - Vehicles	4229	1,432.28	1,916.67	9,329.14	11,500.02	23,000.00	13,670.86	59.43%
Postage/Mailings	4233	0.00	0.00	594.85	550.00	1,000.00	405.15	40.51%
Rent - Equipment	4243	0.00	2,500.00	6,198.00	17,500.00	25,500.00	19,302.00	75.69%
Supplies - Office	4253	62.92	191.67	250.76	1,150.02	2,300.00	2,049.24	89.09%
Supplies - Other	4257	1,937.63	4,500.00	24,397.25	22,500.00	35,500.00	11,102.75	31.27%
Small Tools & Equipment	4259	132.00	500.00	9,811.93	7,750.00	15,250.00	5,438.07	35.65%
Training and Education	4263	0.00	337.50	240.00	2,025.00	4,050.00	3,810.00	94.07%
Uniforms	4269	287.98	562.50	933.26	3,375.00	6,750.00	5,816.74	86.17%
Utilities (Elec,Gas,Wtr,Sewer)	4271	72.91	304.17	433.86	1,825.02	3,650.00	3,216.14	88.11%
Vehicle (Gas and Oil)	4273	5,904.10	4,779.17	38,654.55	28,675.02	57,350.00	18,695.45	32.59%
<b>Total Materials and Supplies</b>		<u>19,458.73</u>	<u>21,943.02</u>	<u>116,950.75</u>	<u>135,630.12</u>	<u>299,238.00</u>	<u>182,287.25</u>	<u>60.92%</u>
<b>Contractual</b>								
Consulting/Professional	4325	1,225.00	5,000.00	7,843.07	23,500.00	49,000.00	41,156.93	83.99%
Forestry	4350	2,961.33	1,000.00	13,831.30	12,500.00	36,960.00	23,128.70	62.57%
Street Light Oper & Maint.	4359	4,918.15	6,666.67	24,172.52	40,000.02	80,000.00	55,827.48	69.78%
Mosquito Abatement	4365	0.00	0.00	40,887.00	41,500.00	41,500.00	613.00	1.47%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Public Works, Streets**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Street Sweeping	4373	0.00	0.00	9,346.31	14,419.00	29,419.00	20,072.69	68.23%
Drainage Projects	4374	12,200.00	23,500.00	22,099.09	29,500.00	40,000.00	17,900.91	44.75%
Tree Trim/Removal	4375	0.00	20,000.00	11,259.00	25,500.00	99,490.00	88,231.00	88.68%
Total Contractual		21,304.48	56,166.67	129,438.29	186,919.02	376,369.00	246,930.71	65.61%
Capital Outlay								
Residential Concrete Program	4381	0.00	0.00	146,455.32	0.00	0.00	(146,455.32)	0.00%
Crack Seal Program	4382	15,350.26	0.00	15,350.26	0.00	0.00	(15,350.26)	0.00%
Equipment	4815	0.00	0.00	203,127.82	148,451.00	312,083.00	108,955.18	34.91%
Total Capital Outlay		15,350.26	0.00	364,933.40	148,451.00	312,083.00	(52,850.40)	(16.93)%
Total Expenditures		109,168.08	144,473.87	1,037,965.13	896,777.52	1,892,245.00	854,279.87	45.15%
Total		(109,168.08)	(144,473.87)	(1,037,965.13)	(896,777.52)	(1,892,245.00)	(854,279.87)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	31,431.07	32,967.14	213,514.73	214,286.41	428,573.00	215,058.27	50.18%
Salaries - Officers	4020	225,851.50	263,726.22	1,584,635.66	1,714,220.43	3,428,441.00	1,843,805.34	53.77%
Overtime	4030	47,346.46	35,000.00	281,017.49	260,983.00	500,983.00	219,965.51	43.90%
<b>Total Salaries</b>		<u>304,629.03</u>	<u>331,693.36</u>	<u>2,079,167.88</u>	<u>2,189,489.84</u>	<u>4,357,997.00</u>	<u>2,278,829.12</u>	<u>52.29%</u>
<b>Benefits</b>								
Social Security	4110	1,993.66	2,416.67	13,439.91	14,500.02	29,000.00	15,560.09	53.65%
Medicare	4111	3,617.71	4,583.33	24,171.42	27,499.98	55,000.00	30,828.58	56.05%
I.M.R.F.	4115	3,445.42	4,083.33	24,374.54	24,499.98	49,000.00	24,625.46	50.25%
Medical/Life Insurance	4120	35,733.37	40,250.00	203,942.61	241,500.00	483,000.00	279,057.39	57.77%
Police Pension	4130	13,086.91	30,000.00	1,151,307.88	1,155,000.00	1,174,292.00	22,984.12	1.95%
Supplemental Pensions	4135	3,762.00	4,400.00	24,591.45	26,400.00	52,800.00	28,208.55	53.42%
<b>Total Benefits</b>		<u>61,639.07</u>	<u>85,733.33</u>	<u>1,441,827.81</u>	<u>1,489,399.98</u>	<u>1,843,092.00</u>	<u>401,264.19</u>	<u>21.77%</u>
<b>Materials and Supplies</b>								
Animal Control	4201	40.00	166.67	115.00	1,000.02	2,000.00	1,885.00	94.25%
Auxiliary Police	4203	0.00	0.00	242.75	600.00	9,600.00	9,357.25	97.47%
Boards and Commissions	4205	375.00	2,291.67	375.00	13,750.02	27,500.00	27,125.00	98.63%
Dues and Subscriptions	4213	0.00	395.42	1,615.00	2,372.52	4,745.00	3,130.00	65.96%
Investigation and Equipment	4217	1,683.78	5,228.25	13,617.30	31,369.50	62,739.00	49,121.70	78.29%
Liability Insurance	4219	3,230.33	3,500.00	25,395.83	22,250.00	252,800.00	227,404.17	89.95%
Maintenance - Building	4223	4,326.17	3,681.25	26,248.82	22,087.50	44,175.00	17,926.18	40.57%
Maintenance - Equipment	4225	415.76	1,291.67	7,735.84	7,750.02	15,500.00	7,764.16	50.09%
Maintenance - Vehicles	4229	5,697.52	3,166.67	24,194.74	19,000.02	38,000.00	13,805.26	36.32%
Postage/Mailings	4233	17.03	250.00	1,210.52	1,500.00	3,000.00	1,789.48	59.64%
Printing and Forms	4235	304.50	250.00	491.75	1,500.00	3,000.00	2,508.25	83.60%
Public Relations	4239	754.51	895.83	3,392.42	5,374.98	10,750.00	7,357.58	68.44%
Rent - Equipment	4243	51.39	550.00	553.78	3,300.00	6,600.00	6,046.22	91.60%
Supplies - Office	4253	191.42	625.00	1,634.94	3,750.00	7,500.00	5,865.06	78.20%
Training and Education	4263	4,195.00	2,084.58	12,632.00	12,507.48	25,015.00	12,383.00	49.50%
Travel/Meetings	4265	492.46	925.00	2,272.73	5,550.00	11,100.00	8,827.27	79.52%
Telephone	4267	1,694.02	1,199.00	6,469.10	7,194.00	14,388.00	7,918.90	55.03%
Uniforms	4269	949.02	5,957.08	21,426.03	35,742.48	71,485.00	50,058.97	70.02%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Police Department**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec,Gas,Wtr,Sewer)	4271	370.33	1,000.00	1,259.33	6,000.00	12,000.00	10,740.67	89.50%
Vehicle (Gas and Oil)	4273	10,875.99	10,000.00	72,194.13	60,000.00	120,000.00	47,805.87	39.83%
Total Materials and Supplies		35,664.23	43,458.09	223,077.01	262,598.54	741,897.00	518,819.99	69.93%
Contractual								
Consulting/Professional	4325	84,517.00	29,167.92	264,584.42	175,007.52	350,015.00	85,430.58	24.40%
Dumeg/Fiat/Child Center	4337	0.00	2,186.67	26,610.00	13,120.02	26,240.00	(370.00)	(1.41)%
Contractual Services	4370	2,025.33	2,000.00	12,151.98	12,000.00	24,000.00	11,848.02	49.36%
Total Contractual		86,542.33	33,354.59	303,346.40	200,127.54	400,255.00	96,908.60	24.21%
Capital Outlay								
Equipment	4815	45,444.35	0.00	146,461.31	232,150.00	232,150.00	85,688.69	36.91%
Total Capital Outlay		45,444.35	0.00	146,461.31	232,150.00	232,150.00	85,688.69	36.91%
Total Expenditures		533,919.01	494,239.37	4,193,880.41	4,373,765.90	7,575,391.00	3,381,510.59	44.64%
Total		(533,919.01)	(494,239.37)	(4,193,880.41)	(4,373,765.90)	(7,575,391.00)	(3,381,510.59)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**General Fund**  
**Business District**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Materials and Supplies</b>								
Liability Insurance	4219	0.00	0.00	0.00	0.00	5,500.00	5,500.00	100.00%
Maintenance - Equipment	4225	626.25	1,458.33	7,307.20	8,749.98	17,500.00	10,192.80	58.24%
Maintenance - Grounds	4227	0.00	2,916.67	13,884.90	17,500.02	35,000.00	21,115.10	60.32%
Utilities (Elec,Gas,Wtr,Sewer)	4271	0.00	208.33	0.00	1,249.98	2,500.00	2,500.00	100.00%
<b>Total Materials and Supplies</b>		<u>626.25</u>	<u>4,583.33</u>	<u>21,192.10</u>	<u>27,499.98</u>	<u>60,500.00</u>	<u>39,307.90</u>	<u>64.97%</u>
<b>Debt Service</b>								
Debt Service - 2007A Bonds	4952	0.00	0.00	9,500.00	0.00	399,000.00	389,500.00	97.61%
<b>Total Debt Service</b>		<u>0.00</u>	<u>0.00</u>	<u>9,500.00</u>	<u>0.00</u>	<u>399,000.00</u>	<u>389,500.00</u>	<u>97.62%</u>
<b>Total Expenditures</b>		<u>626.25</u>	<u>4,583.33</u>	<u>30,692.10</u>	<u>27,499.98</u>	<u>459,500.00</u>	<u>428,807.90</u>	<u>93.32%</u>
<b>Total</b>		(626.25)	(4,583.33)	(30,692.10)	(27,499.98)	(459,500.00)	(428,807.90)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
<b>Expenditures</b>								
<b>Salaries</b>								
Salaries	4010	34,496.52	33,384.60	229,792.51	216,999.90	434,000.00	204,207.49	47.05%
Overtime	4030	3,044.79	1,500.00	14,683.77	13,500.00	68,000.00	53,316.23	78.40%
<b>Total Salaries</b>		<u>37,541.31</u>	<u>34,884.60</u>	<u>244,476.28</u>	<u>230,499.90</u>	<u>502,000.00</u>	<u>257,523.72</u>	<u>51.30%</u>
<b>Benefits</b>								
Social Security	4110	2,221.16	2,708.33	14,546.60	16,249.98	32,500.00	17,953.40	55.24%
Medicare	4111	519.43	632.67	3,401.82	3,796.02	7,592.00	4,190.18	55.19%
I.M.R.F.	4115	3,401.94	4,991.67	21,649.67	29,950.02	59,900.00	38,250.33	63.85%
Medical/Life Insurance	4120	6,094.52	8,333.33	40,748.16	49,999.98	100,000.00	59,251.84	59.25%
Supplemental Pensions	4135	276.90	200.00	1,799.85	1,200.00	2,400.00	600.15	25.00%
<b>Total Benefits</b>		<u>12,513.95</u>	<u>16,866.00</u>	<u>82,146.10</u>	<u>101,196.00</u>	<u>202,392.00</u>	<u>120,245.90</u>	<u>59.41%</u>
<b>Materials and Supplies</b>								
Liability Insurance	4219	433.16	1,000.00	11,005.39	14,641.00	174,141.00	163,135.61	93.68%
Maintenance - Building	4223	2,026.44	2,622.58	8,201.53	15,735.48	31,471.00	23,269.47	73.93%
Maintenance - Equipment	4225	64.87	633.33	3,322.99	3,799.98	7,600.00	4,277.01	56.27%
Maintenance - Water System	4231	1,860.22	10,833.33	69,894.61	64,999.98	130,000.00	60,105.39	46.23%
Postage/Mailings	4233	5.20	0.00	222.96	500.00	1,000.00	777.04	77.70%
Quality Control	4241	312.00	1,730.17	3,105.20	10,381.02	20,762.00	17,656.80	85.04%
Service Charge	4251	20,833.34	20,833.33	125,000.04	124,999.98	250,000.00	124,999.96	49.99%
Supplies - Operation	4255	0.00	570.83	0.00	3,424.98	6,850.00	6,850.00	100.00%
Training and Education	4263	0.00	195.83	388.00	1,174.98	2,350.00	1,962.00	83.48%
Telephone	4267	399.41	866.67	3,447.52	5,200.02	10,400.00	6,952.48	66.85%
Uniforms	4269	0.00	279.17	129.60	1,675.02	3,350.00	3,220.40	96.13%
Utilities (Elec,Gas,Wtr,Sewer)	4271	3,496.78	3,875.00	18,451.13	23,250.00	46,500.00	28,048.87	60.32%
Vehicle (Gas and Oil)	4273	2,164.99	1,500.00	11,649.17	9,000.00	18,000.00	6,350.83	35.28%
<b>Total Materials and Supplies</b>		<u>31,596.41</u>	<u>44,940.24</u>	<u>254,818.14</u>	<u>278,782.44</u>	<u>702,424.00</u>	<u>447,605.86</u>	<u>63.72%</u>
<b>Contractual</b>								
Audit	4320	0.00	2,500.00	10,000.00	10,000.00	10,000.00	0.00	0.00%
Consulting/Professional	4325	0.00	1,112.50	0.00	6,675.00	13,350.00	13,350.00	100.00%
Leak Detection	4326	0.00	1,491.67	0.00	8,950.02	17,900.00	17,900.00	100.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Fund**  
**Public Works, Water**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Data Processing	4336	26,949.94	12,694.00	78,806.86	76,164.00	152,328.00	73,521.14	48.26%
DuPage Water Commission	4340	209,618.97	228,767.42	1,104,806.85	1,372,604.52	2,745,209.00	1,640,402.15	59.75%
Total Contractual		236,568.91	246,565.59	1,193,613.71	1,474,393.54	2,938,787.00	1,745,173.29	59.38%
Capital Outlay								
Equipment	4815	0.00	895.83	9,975.00	5,374.98	10,750.00	775.00	7.20%
Water Meter Purchases	4880	4,450.56	2,083.33	10,279.06	12,499.98	25,000.00	14,720.94	58.88%
Total Capital Outlay		4,450.56	2,979.16	20,254.06	17,874.96	35,750.00	15,495.94	43.35%
Debt Service								
Debt Retire-Water Refunding	4950	0.00	0.00	71,336.88	75,000.00	307,674.00	236,337.12	76.81%
Total Debt Service		0.00	0.00	71,336.88	75,000.00	307,674.00	236,337.12	76.81%
Total Expenditures		322,671.14	346,235.59	1,866,645.17	2,177,746.84	4,689,027.00	2,822,381.83	60.19%
Total		(322,671.14)	(346,235.59)	(1,866,645.17)	(2,177,746.84)	(4,689,027.00)	(2,822,381.83)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	25,000.00	25,000.00	150,000.00	150,000.00	300,000.00	150,000.00	50.00%
Total Salaries		25,000.00	25,000.00	150,000.00	150,000.00	300,000.00	150,000.00	50.00%
Materials and Supplies								
Road Material	4245	1,874.78	6,000.00	18,880.13	20,030.00	34,530.00	15,649.87	45.32%
Salt	4249	(36,372.22)	0.00	183,199.23	0.00	235,500.00	52,300.77	22.20%
Supplies - Other	4257	0.00	833.33	4,282.03	4,999.98	10,000.00	5,717.97	57.17%
Pavement Striping	4261	0.00	0.00	2,524.34	6,000.00	6,000.00	3,475.66	57.92%
Total Materials and Supplies		(34,497.44)	6,833.33	208,885.73	31,029.98	286,030.00	77,144.27	26.97%
Capital Outlay								
Ditch Projects	4376	23,213.78	0.00	23,213.78	0.00	0.00	(23,213.78)	0.00%
Equipment	4815	25,849.58	0.00	25,849.58	0.00	0.00	(25,849.58)	0.00%
Total Capital Outlay		49,063.36	0.00	49,063.36	0.00	0.00	(49,063.36)	0.00%
Total Expenditures		39,565.92	31,833.33	407,949.09	181,029.98	586,030.00	178,080.91	30.39%
Total		(39,565.92)	(31,833.33)	(407,949.09)	(181,029.98)	(586,030.00)	(178,080.91)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Special Service Area Tax Fund**  
**SSA Expenditures**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Maintenance Contracts	4362	541.06	0.00	541.06	1,400.00	1,400.00	858.94	61.35%
Contractual Services	4370	0.00	3,500.00	2,040.56	6,500.00	6,500.00	4,459.44	68.60%
Total Contractual		541.06	3,500.00	2,581.62	7,900.00	7,900.00	5,318.38	67.32%
Total Expenditures		541.06	3,500.00	2,581.62	7,900.00	7,900.00	5,318.38	67.32%
Total		(541.06)	(3,500.00)	(2,581.62)	(7,900.00)	(7,900.00)	(5,318.38)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 10/1/2011 Through 10/31/2011**

	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 485.00	0.00	22,724.00	47,540.00	47,540.00	24,816.00	52.20%
Total Capital Outlay	485.00	0.00	22,724.00	47,540.00	47,540.00	24,816.00	52.20%
Total Expenditures	485.00	0.00	22,724.00	47,540.00	47,540.00	24,816.00	52.20%
Total	(485.00)	0.00	(22,724.00)	(47,540.00)	(47,540.00)	(24,816.00)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Darien Area Dispatch Center**  
**Darien Area Dispatch**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	33,633.50	0.00	48,863.50	0.00	0.00	(48,863.50)	0.00%
Total Salaries		33,633.50	0.00	48,863.50	0.00	0.00	(48,863.50)	0.00%
Materials and Supplies								
Liability Insurance	4219	0.00	0.00	150.00	0.00	0.00	(150.00)	0.00%
Telephone	4267	0.00	0.00	2,100.45	0.00	0.00	(2,100.45)	0.00%
Total Materials and Supplies		0.00	0.00	2,250.45	0.00	0.00	(2,250.45)	0.00%
Contractual								
Data Processing	4336	0.00	0.00	503.15	0.00	0.00	(503.15)	0.00%
Total Contractual		0.00	0.00	503.15	0.00	0.00	(503.15)	0.00%
Total Expenditures		33,633.50	0.00	51,617.10	0.00	0.00	(51,617.10)	0.00%
Total		(33,633.50)	0.00	(51,617.10)	0.00	0.00	51,617.10	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Capital Outlay								
Ditch Projects	4376	142,765.05	0.00	170,048.06	456,400.00	456,400.00	286,351.94	62.74%
Sidewalk Replacement Program	4380	0.00	0.00	57,954.03	79,300.00	79,300.00	21,345.97	26.91%
Crack Seal Program	4382	56,700.00	0.00	56,700.00	74,250.00	74,250.00	17,550.00	23.63%
Curb & Gutter Replacement Prog	4383	0.00	0.00	321,070.14	341,450.00	341,450.00	20,379.86	5.96%
Street Reconstruction/Rehab	4855	0.00	0.00	1,237,076.36	1,234,928.00	1,234,928.00	(2,148.36)	(0.17)%
Total Capital Outlay		199,465.05	0.00	1,842,848.59	2,186,328.00	2,186,328.00	343,479.41	15.71%
Debt Service								
Debt Retire - Property	4945	0.00	0.00	38,284.38	38,285.00	200,770.00	162,485.62	80.93%
Total Debt Service		0.00	0.00	38,284.38	38,285.00	200,770.00	162,485.62	80.93%
Total Expenditures		199,465.05	0.00	1,881,132.97	2,224,613.00	2,387,098.00	505,965.03	21.20%
Total		(199,465.05)	0.00	(1,881,132.97)	(2,224,613.00)	(2,387,098.00)	(505,965.03)	0.00%

**CITY OF DARIEN**  
**Statement of Revenues and Expenditures - Expenditures**  
**Debt Service Fund**  
**Debt Service Fund Expenditures**  
**From 10/1/2011 Through 10/31/2011**

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Debt Service								
Debt Service - Series 2007B	4951	0.00	0.00	52,375.00	52,000.00	104,500.00	52,125.00	49.88%
Total Debt Service		0.00	0.00	52,375.00	52,000.00	104,500.00	52,125.00	49.88%
Total Expenditures		0.00	0.00	52,375.00	52,000.00	104,500.00	52,125.00	49.88%
Total		0.00	0.00	(52,375.00)	(52,000.00)	(104,500.00)	(52,125.00)	0.00%



**AGENDA MEMO**  
**City Council**  
**November 21, 2011**

**ISSUE STATEMENT**

A request from the DuPage Senior Citizen's Council to provide funding for Meals on Wheels, home maintenance and well being checkups for Darien residents.

**RESOLUTION**

**BACKGROUND/HISTORY**

The DuPage Senior Citizens Council provides Meals on Wheels, home maintenance support and well being checkups for senior Darien residents. The City of Darien has helped support their programming in past years by donating the cost difference between the value of the services rendered and the support the organization receives through senior donations, fundraising and support from other governmental entities such as the federal government and the State of Illinois.

This year, the cost difference has increased dramatically with reductions in donations and state funding along with an increase in the value of the services. The cost difference is \$35,360, up from \$22,000 last year. Staff explained to Marylin Krolak, Executive Director of the DuPage Senior Citizen's Council, that this increase was significant and the City of Darien only budgeted \$22,000 for this service, as no notice of an increase was provided.

**STAFF/COMMITTEE RECOMMENDATION**

The Administrative/Finance Committee recommends supporting the DuPage Senior Citizen's Council for \$22,000, the amount budgeted.

**ALTERNATE CONSIDERATION**

Donating a different amount or eliminating the donation would be alternate considerations.

**DECISION MODE**

This item will be on the November 21, 2011 City Council agenda for formal consideration.

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

**A RESOLUTION SUPPORTING THE DUPAGE SENIOR CITIZEN'S COUNCIL BY PROVIDING FUNDING FOR MEALS ON WHEELS, HOME MAINTENANCE AND WELL BEING CHECKUPS FOR DARIEN RESIDENTS IN THE BUDGETED AMOUNT OF \$22,000.00**

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

**SECTION 1:** The City Council of the City of Darien approves supporting the DuPage Senior Citizen's Council by providing funding for Meals on Wheels, Home Maintenance and well being checkups for Darien residents in the budgeted amount of \$22,000.00.

**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 21<sup>st</sup> day of November, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 21<sup>st</sup> day of November, 2011.

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

ATTEST:

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

APPROVED AS TO FORM:

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

## **AGENDA MEMO**

### **City Council**

**November 14, 2011**

#### **ISSUE STATEMENT**

A resolution authorizing the Mayor to execute a cable franchise agreement with Comcast to provide cable television services in Darien

#### **RESOLUTION**

#### **BACKGROUND/HISTORY**

When the predecessor to Comcast came into Darien to provide cable television services to residents, they needed an agreement to utilize public ways for their utility boxes and equipment. Cable companies would negotiate individual deals with municipalities for this right, with many different customer service standards, building requirements, reporting notifications, and taxes both on their services and for government and education programming. The franchise agreement negotiated by the Cable Commission and passed by the City Council included all of these items.

Since the last franchise agreement was negotiated, many individual aspects of the franchise agreement are outdated or no longer applicable. The customer service standards and notifications are superseded by other regulations that have been passed by the State of Illinois, the building requirements are more usefully enforced by public way construction codes, and \$150,000 has been invested into the government programming infrastructure at City Hall through the use of PEG fees paid as a separate line item on customer bills.

Comcast has now approached the City of Darien to pass a new fifteen year franchise agreement. The Public Act 95-0009 passed by the State of Illinois to allow AT&T to provide service provides the same regulations for Comcast and other providers everywhere in Illinois, so these aspects are no longer included in the agreement. The financial framework in this agreement is similar: up to five percent of cable services would be taxed by the municipality, which is the maximum allowable for the City of Darien. The main negotiable point within the contract is the PEG fee. Comcast is proposing a maximum charge of \$0.35 per month, the maximum provided in every municipality they serve, which would equate to approximately \$21,500 per year. This franchise agreement only gives the City of Darien the ability to do this; a separate resolution by the City Council would be needed for it to take effect.

The Communications Commission reviewed the franchise agreement, recommending several changes that were agreed to by Comcast. Attached is the final agreement agreed recommended by the Communications Commission.

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

The Communications Commission and Administrative/Finance Committee recommended approving the franchise agreement.

#### **ALTERNATE CONSIDERATION**

Not approving the franchise agreement would be an alternate consideration.

**DECISION MODE**

This item will be placed on the November 21, 2011 City Council agenda for formal approval.

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CABLE FRANCHISE AGREEMENT WITH COMCAST TO PROVIDE CABLE TELEVISION SERVICES IN DARIEN**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, that the Mayor is authorized to execute a cable franchise agreement with Comcast to provide cable television services in 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 21<sup>st</sup> day of November, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 21<sup>st</sup> day of November, 2011.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CABLE TELEVISION FRANCHISE AGREEMENT  
BY AND BETWEEN  
The  
CITY OF DARIEN, ILLINOIS  
And  
COMCAST OF ILLINOIS IV, INC.**

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Darien, Illinois (hereinafter, the “City”) and Comcast of Illinois IV, Inc. (hereinafter, “Grantee”) this \_\_\_\_\_ day of \_\_\_\_\_, 2011 (the “Effective Date”).

The City, having determined that the financial, legal, and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority of and shall be governed by the Cable Act.

**SECTION 1: Definition of Terms**

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, unless otherwise defined herein.

"Cable Act" or "Act" means the Cable Communications Policy Act of 1984, as amended by the Cable Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, 47 U.S.C. §§ 521 et seq., as the same may be amended from time to time.

"Cable Service" or “Service” means the one-way transmission to Subscribers of Video Programming or Other Programming Service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

“Cable System” or “System,” has the meaning set forth in 47 U.S.C. § 522 of the Cable Act, and means Grantee's facilities, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment, that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves Subscribers without using any public right-of-way, (iii) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a Cable System (other than for

## Darien Franchise

purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide Interactive On-Demand Services; (iv) an open video system that complies with section 653 of the Cable Act; or (v) any facilities of any electric utility used solely for operating its electric utility systems.

“Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel as a television channel is defined by the Federal Communications Commission by regulation.

“City” means the City of Darien, Illinois or the lawful successor, transferee, designee, or assignee thereof.

“Customer” means a Person who lawfully receives and pays for Cable Service with the Grantee’s express permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the City, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means as provided in this Agreement.

“Grantee” shall mean Comcast of Illinois IV, Inc.

“Gross Revenue” means the Cable Service revenue received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross revenues shall also include such other revenue sources directly related to Cable Service delivered over the Cable System as may hereafter develop, provided that such revenues, fees, receipts, or charges are deemed lawful and to be included in the gross revenue base for purposes of computing the Franchising Authority’s permissible franchise fee under the Cable Act, as amended from time to time. Gross Revenue shall not include refundable deposits, bad debt, investment income, programming launch support payments, advertising sales commissions and third party agency fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority. Gross Revenues shall include amounts collected from Subscribers for Franchise Fees pursuant to *City of Dallas, Texas v. F.C.C.*, 118 F.3d 393 (5<sup>th</sup> Cir. 1997), and amounts collected from non-Subscriber revenues in

accordance with the Court of Appeals decision resolving the case commonly known as the “Pasadena Decision,” *City of Pasadena, California et. al., Petitions for Declaratory Ruling on Franchise Fee Pass Through Issues, CSR 5282-R, Memorandum Opinion and Order, 16 FCC Rcd. 18192 (2001)*, and *In re: Texas Coalition of Cities for Utility Issues v. F.C.C.*, 324 F.3d 802 (5th Cir. 2003).

“Initial Franchise Service Area” means that portion of the Franchise Area served by the Grantee’s Cable System as of the Effective Date of this Franchise Agreement.

“Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the City.

“Public, Educational and Governmental (PEG) Access Channel” shall mean a video Channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the City.

“Public, Educational and Government (PEG) Access Programming” shall mean non-commercial programming produced by any City residents or organizations, schools and government entities and the use of designated facilities, equipment and/or Channels of the Cable System in accordance with 47 U.S.C. 531 and this Agreement.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the City in the Franchise Area, which shall entitle the City and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the City within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the City and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

## **SECTION 2: Grant of Authority**

2.1. The City hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be fifteen (15) years from the Effective Date, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and/or applicable law. Upon passage and approval of this Franchise Agreement, the Parties acknowledge that this Franchise Agreement is intended to replace all existing franchise agreements – including the prior Franchise with the Grantee – regardless of whether said prior Franchise or franchise agreements are in effect.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Police Powers. Nothing in this Franchise Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

2.5. Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

2.6. Competitive Equity.

2.6.1. In the event the City grants an additional Franchise to use and occupy the Public Way for the purposes of operating a Cable System, the additional Franchise shall only be granted in accordance with the Illinois Level Playing Field Statute, 65 ILCS 5/11-42-11.

2.6.2. In the event an application for a new cable television franchise or other similar authorization is filed with the City proposing to serve the Franchise Area, in whole or in part, the City shall serve or require to be served a copy of such application upon any existing Company or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

2.6.3. During the term of this Franchise Agreement and any extension or renewal thereof, no application fee or Security Fund shall be required of the Grantee for any permit required by the City, provided that Grantee shall have timely made all payments to the City pursuant to Section 5.1 of this Franchise Agreement.

### **SECTION 3: Construction and Maintenance of the Cable System**

3.1. Except as may be otherwise provided in this Franchise Agreement, Grantee shall comply with all generally applicable provisions of Title 6B, Chapter 5, entitled “Construction of Utility Facilities in the Public Rights of Way,” of the Darien City Code, as may be amended from time to time.

3.2. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal

utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.3. Improvements of Public Way. The Grantee agrees that it shall, upon reasonable notice by the City and at the Grantee's own expense, protect, support, temporarily disconnect, relocate in the same street or other public place, or remove from such street or other public place any network, system, facilities, or equipment when required to do so by the City because of public health, safety and welfare improvements as deemed necessary by the City. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project in the event such funds are made available to other users of the Public Way.

3.4. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way.

3.5. The Grantee shall not be required to relocate its facilities unless it has been afforded at least sixty (60) days notice of the necessity to relocate its facilities. Upon adequate notice the Grantee shall provide a written estimate of the cost associated with the work necessary to relocate its facilities. In instances where a third party is seeking the relocation of the Grantee's facilities or where the Grantee is entitled to reimbursement pursuant to the preceding Section, the Grantee shall not be required to perform the relocation work until it has received payment for the relocation work.

#### **SECTION 4: Service Obligations**

4.1. General Service Obligation. The Grantee shall make Cable Service available beyond the Initial Franchise Service Area to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and within one (1) mile of the existing Cable System's technically feasible connection point. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five (125) feet of the Grantee's distribution cable.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of

its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis plus a reasonable rate of return.

4.2. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in 47 C.F.R., Part 76, Subpart K, as amended from time to time.

4.3. New/Planned Developments. The City shall provide the Grantee with written notice of the issuance of building permits within the Franchise Area for projects requiring undergrounding of cable facilities. Such notices shall be provided at the time of notice to all utilities or other like occupants of the City's rights-of-way. The City agrees to require the builder or developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least sixty (60) business days written notice of the date of availability of open trenches. The City shall also provide the Grantee with summaries of all planned developments in the City at the same time as provided to all utilities or other like occupants of the City's right-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction, and capital resources. Should the City fail to provide advance notice of such developments the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise.

4.4. Annexations. The City shall notify the Grantee of all annexations by the City; and of any and all planned developments in areas expected to be annexed at the same time the City informs utilities or other like occupants of the City's rights-of-way. Said notice is to allow the Grantee sufficient foresight into the future demands on its design, engineering, construction, and capital resources. Should the City fail to provide advance notice of actual and planned annexations, the Grantee shall be allowed an adequate time to prepare, plan and provide a detailed report as to the timeframe for it to construct its facilities and provide the services required under this Franchise. The parties agree that Grantee's Franchise and Franchise Fee obligations with respect to annexations are as set forth in the Counties Code – 55 ILCS 5/5-1095(a) – as amended from time to time; and that the period for which franchise fees shall continue to be paid to the county shall commence on the later of the date on which the Grantee was informed of the annexation or the actual date on which the annexation occurred.

4.5. Service to School Buildings and Governmental Facilities.

4.5.1. Service to School Buildings. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to State accredited K-12 public and private schools not including "home schools," located in the Franchise Area within one hundred twenty five feet (125) of the Grantee's distribution cable.

4.5.2. Service to Governmental Facilities. The City and the Grantee acknowledge the provisions of 220 ILCS 5/22-501(f), whereby the Grantee shall provide complimentary basic Cable Service and a free standard installation at one outlet to municipal buildings located in the Franchise Area within one hundred twenty five (125) feet of Grantee's

distribution cable. “Municipal buildings” are those buildings owned or leased by the City for government administrative purposes, and shall not include buildings owned by City but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

4.5.3. Long Drops. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.6. Emergency Alerts. At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an “Emergency Alert System” (“EAS”) consistent with applicable Federal law and regulation – including 47 C.F.R., Part 11 and the “State of Illinois Emergency Alert System State Plan” – as may be amended from time to time. The City agrees to indemnify and hold the Grantee harmless from any damages or penalties arising out of the negligence of the City, its employees or agents in using such system.

4.7. Customer Service Obligations. The City and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with the Cable and Video Customer Protection Law, 220 ILCS 5/22-501 *et seq.* Nothing in this Agreement shall preclude the right of the City to contact the Grantee’s Government Affairs Manager or other representative to assist with any technical or billing questions.

## **SECTION 5: Oversight and Regulation by City**

5.1. Franchise Fees. The Grantee shall pay to the City a Franchise Fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of fees than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area. The payment of Franchise Fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. Each Franchise Fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the franchise fees paid during that period. Any undisputed Franchise Fee payment which remains unpaid in whole or in part, after the date specified herein shall be delinquent. For any delinquent Franchise Fee payments, Grantee shall make such payments including interest at the prime lending rate as quoted by Chase Bank U.S.A or its successor, from the time of the discovery of the delinquent payment until the date paid. Any undisputed overpayments made by Grantee to the City shall be returned or credited upon discovery of such overpayment and shall be payable within thirty (30) days of the receipt of written notice from Grantee.

5.1.1. Change in Amount. The Parties acknowledge that, at present, the Cable Act limits the City to collection of a maximum permissible Franchise Fee of five percent

(5%) of Gross Revenues. If, during the term of this Agreement, the Cable Act is modified so that the City would otherwise be authorized to collect a Franchise fee at a rate greater than five percent (5%) of Gross Revenues, the City may unilaterally amend this Agreement to increase the required percentage to be paid by the Grantee to the City up to the amount permitted by the Cable Act, provided that: (i) such amendment is competitively neutral; (ii) the City conducts a public hearing on the proposed amendment; (iii) the City approves the amendment by ordinance; and (iv) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment. In the event a change in state or federal law reduces the maximum permissible franchise fee percentage that may be collected, the parties agree the Grantee shall reduce the percentage of franchise fees collected to the lower of: i) the maximum permissible franchise fee percentage; ii) the lowest franchise fee percentage paid by than any other video service provider, under state authorization or otherwise, providing service in the Franchise Area or any other cable provider granted a cable franchise by the City pursuant to Title 47; or, iii) such franchise fee percentage as may be approved by the City, provided that: (a) such amendment is competitively neutral; (b) the amendment is in compliance with the change in state or federal law; (c) the City approves the amendment by ordinance; and (d) the City notifies Grantee at least ninety (90) days prior to the effective date of such an amendment.

5.1.2. Taxes Not Included. The Grantee acknowledges and agrees that the term “Franchise Fee” does not include any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and Cable Operators on their services but not including a tax, fee, or assessment which is unduly discriminatory against Cable Operators or Cable Subscribers).

5.2. Franchise Fees Subject to Audit. The City and Grantee acknowledge that the audit standards are set forth in the Illinois Municipal Code at 65 ILCS 5/11-42-11.05 Municipal Franchise Fee Review; Requests For Information). Any audit shall be conducted in accordance with generally applicable auditing standards.

5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Agreement, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to those employees, representatives, and agents of the City that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of Franchise Fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Franchise Authority’s representative. In the event that the City has in its possession and receives a request under the State of Illinois Freedom of Information Act (5 ILCS 140/1 et seq.), or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the City shall notify Grantee of such request and cooperate with Grantee in opposing such request. Grantee shall indemnify and defend the City from and against any claims arising from the City’s opposition to disclosure of any information Grantee designates as proprietary or confidential.

**SECTION 6: Transfer of Cable System or Franchise or Control of Grantee**

6.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty-one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the City shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

**SECTION 7: Insurance and Indemnity**

7.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Commercial General Liability Insurance and provide the City certificates of insurance designating the City and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of five million dollars (\$5,000,000.00) for bodily injury or death to any one person, and five million dollars (\$5,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and five million dollars (\$5,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the City from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

7.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the City, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, provided that the City shall give the Grantee written notice of its obligation to indemnify and defend the City within ten (10) business days of receipt of a claim or action pursuant to this Section. If the City determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the City.

7.2.1. The Grantee shall not indemnify the City for any liabilities, damages, costs or expense resulting from the willful misconduct or negligence of the City, its officers, employees and agents.

## **SECTION 8: Public, Educational and Governmental (PEG) Access**

8.1. PEG Capacity. The Grantee shall provide capacity for the City's noncommercial public, educational and governmental ("PEG") programming through Grantee's Cable System consistent with the requirements set forth herein. The City's PEG programming shall be provided consistent with Section 611 of the Cable Act, as amended from time to time. As of the Effective Date of this Agreement, the City utilizes one (1) PEG channel. The City may request, and Grantee shall provide, a second PEG channel upon one hundred eighty (180) days advance written notice by the City and sufficient proof that the current channel is inadequate for all programming offered. "Sufficient proof" shall include a verified program log of all original, non-repeat, first-run, non-character generated, locally produced programs that are carried on the existing channel for the prior six month period during the times of noon to midnight. In the event that eighty percent (80%) of the programming on the channel meets the criteria of being original, non-repeat, first-run, non-character generated, locally produced programming, Grantee shall provide a second channel. Any cost for the activation of the additional channel shall be paid for by the City. The Grantee may offer the City's entire PEG programming on its basic digital tier of service.

8.2. The Grantee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. However, the PEG channel is, and shall be, operated by the City, and the City may at any time allocate or reallocate the usage of the PEG channel among and between different non-commercial uses and Users. The City shall be responsible for the editorial control of the Video Programming on the PEG Channel except to the extent permitted in 47 U.S.C. §531(e).

8.3. Origination Point. At such time that the City determines that it wants the capacity to allow subscribers in the City to receive public, educational and/or governmental access programming (video and character generated) which may originate from schools, City facilities and/or other government facilities (other than those having a signal point of origination at the time of the execution of this Agreement); or at such time that the City determines that it wants to establish or change a location from which public, educational and/or governmental access programming is originated; or in the event the City wants to upgrade the connection to Comcast from an existing signal point of origination, the City will give Comcast written notice detailing the point of origination and the capability sought by the City. Comcast agrees to submit a cost estimate to implement the City's plan within a reasonable period of time. After an agreement to reimburse Comcast for its expenditure, Comcast will implement any necessary system changes within a reasonable period of time.

8.4. PEG Signal Quality. Provided PEG signal feeds are delivered by the City to the designated signal input point without material degradation, the PEG channel delivery system from the designated signal input point shall meet the same FCC technical standards as the remainder of the Cable System set forth in this Agreement.

8.5. PEG Capital Support. At its sole discretion, the City may designate PEG access capital projects to be funded by the City. The City shall send written notice of the City's desire for Grantee to collect as an external charge a PEG Capital Fee of up to thirty-five cents (\$0.35) per customer per month charge to be passed on to each Subscriber pursuant Section 622(g)(2)(C)

of the Cable Act (47 U.S.C. §542(g)(2)(C)). The Grantee shall collect the external charge over a period of twelve (12) months, unless some other period is mutually agreed upon in writing, and shall make the PEG capital payments from such sums at the same time and in the same manner as Franchise Fee payments. The notice shall include a detailed and itemized description of the intended utilization of the PEG Capital Fee for PEG Access Channel facilities and/or equipment and the Grantee shall have the opportunity to review and make recommendations upon the City's plan prior to agreeing to collect and pay to the City the requested amount. The capital payments shall be expended for capital costs associated with PEG access. Consistent with the description of the intended utilization of the PEG Capital Fee, the City shall be permitted to hold all or a portion of the PEG Capital Fee from year to year as a designated fund to permit the City to make large capital expenditures, if necessary, as long as the City spends the entire amount collected by the end of the term of this Agreement. Moreover, if the City chooses to borrow from itself or a financial institution revenue for large PEG capital purchases or capital expenditures, the City shall be permitted to make periodic repayments using the PEG Capital Fee. Said PEG Capital Fee shall be imposed within one hundred twenty days (120) of the City's written request.

8.5.1. For any payments owed by Grantee in accordance with this Section 8.3 which are not made on or before the due dates, Grantee shall make such payments including interest at an annual rate of the prime lending rate as quoted by Chase Bank U.S.A. or its successor, computed from time due until paid. Any undisputed overpayments made by the Grantee to the City shall be credited upon discovery of such overpayment until such time when the full value of such credit has been applied to the Franchise Fee liability otherwise accruing under this section.

8.5.2. Grantee and City agree that the capital obligations set forth in this Section are not "Franchise Fees" within the meaning of 47 U.S.C. § 542.

8.6. Grantee Use of Unused Time. Because the City and Grantee agree that a blank or under utilized Access Channel is not in the public interest, in the event the City does not completely program a Channel, Grantee may utilize the Channel for its own purposes. Grantee may program unused time on the Channel subject to reclamation from the City upon no less than sixty (60) days notice. Except as otherwise provided herein, the programming of the Access Channel with text messaging or playback of previously aired programming shall not constitute unused time. Text messaging containing out of date or expired information for a period of thirty (30) days shall be considered unused time. A programming schedule that contains playback of previously aired programming that has not been updated for a period of ninety (90) days shall be considered unused time. Unused time shall be considered to be a period of time, in excess of six (6) hours, where no community produced programming of any kind can be viewed on an access Channel. Unused time shall not include periods of time where programming cannot be viewed that are caused by technical difficulties, transition of broadcast media, signal testing, replacement or repair of equipment, or installation or relocation of facilities.

## **SECTION 9: Enforcement of Franchise**

9.1. Notice of Violation or Default. In the event the City believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

9.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the City's written notice: (A) to respond to the City, contesting the assertion of noncompliance or default; or (B) to cure such default; or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that the cure will be completed.

9.3. Enforcement. Subject to applicable federal and state law, and pursuant to the provisions of 9.2 herein, in the event the City determines that the Grantee is in default of any material provision of the Franchise, the City may seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief.

9.4. Technical Violation. The City agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

a. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

b. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

## **SECTION 10: Miscellaneous Provisions**

10.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

10.2. Notice. Any notification that requires a response or action from a party to this franchise within a specific time-frame, or that would trigger a timeline that would affect one or both parties' rights under this franchise, shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

Darien Franchise

To the City:

City of Darien  
1702 Plainfield Road  
Darien, IL 60561  
ATTN: City Administrator

To the Grantee:

Comcast  
155 W. Industrial Drive  
Elmhurst, Illinois 60126  
ATTN: Director of Government Affairs

Recognizing the widespread usage and acceptance of electronic forms of communication, emails and faxes will be acceptable as formal notification related to the conduct of general business amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the person of record as specified above. Either party may change its address and addressee for notice by notice to the other party under this Section.

10.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, ordinances, understandings, negotiations and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

10.3.1. The City may adopt a cable television/video service provider regulatory ordinance that complies with applicable law, provided the provisions of any such ordinance adopted subsequent to the Effective Date of this Franchise Agreement shall not apply to the Grantee during the term of this Franchise Agreement.

10.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

10.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Illinois, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Illinois and/or Federal law, as applicable.

10.6. Venue. Except as to any matter within the jurisdiction of the federal courts or the FCC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.7. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the

Darien Franchise

City and the Grantee, which amendment shall be authorized on behalf of the City through the adoption of an appropriate resolution or order by the City, as required by applicable law.

10.8. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Franchise Agreement.

10.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under Federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the City of Darien:**

**For Comcast of Illinois IV, Inc.:**

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## **AGENDA MEMO**

Administrative/Finance Committee

November 14, 2011

### **ISSUE STATEMENT**

A resolution instructing Comcast to collect as an external charge a PEG capital fee of \$0.35 per customer per month charge to be passed on to each subscriber pursuant to Section 622(g)(2)(C) of the Cable Act (47 U.S.C. SS542(g)(2)(C)).

### **RESOLUTION**

### **BACKGROUND**

The City Council has a recommendation from the Communications Committee to approve a franchise agreement from Comcast, which would replace the current agreement set to expire in 2012. Just like the previous agreement, the recommended agreement allows the City of Darien to apply a monthly charge to Comcast subscribers to pay for the capital costs of running a Public, Education and Government (PEG) Channel, commonly known in Darien as Channel 6. The PEG fees in the previous agreement allowed the City of Darien to purchase cameras and equipment that allow us to broadcast important meetings, create information boards to send to residents, and run community videos as local entertainment.

The Communications Commission reviewed the current communications infrastructure and invited two companies to provide input on potential future improvements to the existing system. The two quotes from the companies provided a range of \$95,000 - \$250,000 for replacements and upgrades that will be needed during the fifteen year duration of the franchise agreement. A \$0.35 PEG fee would equate to approximately \$21,500 per year based on our current customer total. The Communications Commission recommended passing the full \$0.35 PEG fee to accumulate funds needed for these future improvements. The PEG fee may be reduced at any point in the future.

### **RECOMMENDATION**

The Communications Commission voted 5-0 to recommend approval of a resolution instructing Comcast to collect as an external charge a PEG capital fee of \$0.35 per customer per month charge to be passed on to each subscriber pursuant to Section 622(g)(2)(C) of the Cable Act (47 U.S.C. SS542(g)(2)(C)).

### **ALTERNATE CONSIDERATION**

Not passing a PEG fee, or passing a fee in a different amount, would be alternate considerations.

### **DECISION MODE**

This item will be placed on the November 21, 2011 City Council agenda for formal approval.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO OBTAIN BIDS AND SECURE FUNDING FOR VIDEO PRODUCTION EQUIPMENT TO OPERATE THE CITY OF DARIEN'S PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) ACCESS CHANNEL**

**Whereas**, the City of Darien has entered into a franchise agreement with Comcast of Illinois IV, Inc; and

**Whereas**, Section 8.5 of the franchise agreement allows the City of Darien to collect funds for PEG Access Capital of up to \$0.35 per customer per month pursuant to Section 622(g)(2) of the Cable Act [47 USC 542(g)(2)]; and

**Whereas**, the City of Darien is in need of such capital funds as contemplated by Section 8.5 of the Franchise Agreement to complete the replacement and upgrade of the video production equipment used to provide Darien residents with access to meetings, information, and community programming on the Cable Television system.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that the City Administrator is hereby authorized:**

1. to obtain bids for the purchase of equipment to complete the replacement and upgrade of the equipment utilized by the City of Darien for Government Access on the Comcast Cable System; and,
2. to secure the funding for the purchase of said equipment through the implementation of a PEG Capital Fee to be included on the monthly billing statements of Comcast Cable subscribers in the City of Darien pursuant to the terms of Section 8.5 of the Comcast Cable Franchise Agreement.

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

**ILLINOIS**, this 21<sup>st</sup> day of November, 2011.

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

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

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

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

**ILLINOIS**, this 21<sup>st</sup> day of November, 2011.

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KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

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JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



**PZC 2011-08:**

**Crossroads of Darien PUD, 8350 Lemont Road, The Goddard School:**

Petitioner seeks Final PUD approval and a Minor  
the approved PUD for a daycare/preschool center.

Amendment to

Applicable Regulations: Zoning Ordinance, Section 5A-3-2-3: Final Plan Procedure, PUD.  
Zoning Ordinance, Section 5A-3-2-5(B): Minor Changes, PUD.  
Ordinance O-28-00: Ordinance approving the Crossroads of Darien PUD.

**General Information**

Petitioner/

Property Owner: Michael Petrucelli  
305 Ottawa Lane  
Oakbrook, IL 60523

Property Location: 8350 Lemont Road

PIN: 09-31-402-018

Existing Zoning: B-2 Community Shopping Center Business District/PUD

Existing Land Use: Vacant lot

Proposed Land Use: Daycare/preschool center

Surrounding Zoning and Land Use:

North: B-2 Community Shopping Center Business District/PUD – Walgreens Pharmacy

South: R-3 Multi-Family Residence – single-family attached homes (townhomes)

East: B-2 Community Shopping Center Business District – CVS Pharmacy

West: B-2 Community Shopping Center Business District/PUD – offices

Comprehensive Plan Update: Commercial

History: In 2000, the City Council approved the Crossroads of Darien PUD, Ordinance O-28-00, October 2, 2000. Since then, amendments to the approved plan have been approved, such as permitting medical clinics within the various office buildings.

Size of Property: 1.2 acres (subject property only)

Floodplain: None.

Natural Features: None.

Transportation: Property has frontage on Lemont Road, with access to 83<sup>rd</sup> Street.

### **Documents Submitted**

This report is based on the following information submitted to the Community Development Department by the petitioner:

1. Plat of Survey, 1 sheet, prepared by Rogina & Associates, dated July 11, 2011.
2. Engineering Plans, 7 sheets, prepared by Rogina & Associates, latest revision dated September 2, 2011.
3. Landscape Plan, 2 sheets, prepared by Rogina & Associates, dated August 15, 2011.
4. Photometric Plan, 1 sheet, prepared by Rogina & Associates, latest revision dated September 2, 2011.
5. Building Elevation Drawing, 1 sheet, *latest revision dated October 12, 2011.*

### **Planning Overview/ Discussion**

Crossroads of Darien is located at the southwest corner of Lemont Road and 83<sup>rd</sup> Street/Plainfield Road. This development was approved as a Planned Unit Development (PUD). The development includes:

Walgreens  
Retail building  
Office buildings

The subject parcel is located within the Crossroads of Darien PUD, on the west side of Lemont Road, immediately south of Walgreens. It is the last remaining site to be built on within this development.

The petitioner proposes constructing a daycare/preschool center for children, The Goddard School.

#### *Minor PUD Amendment*

The ordinance approving the PUD limits the uses within the office buildings to those uses permitted under the O Office zoning classification, which are office uses, whether business or professional. Daycare and preschools are special uses in the O Office zoning district. In similar situations, staff and the City Attorney have determined that considering the proposed use via a minor amendment review process is acceptable. Typically, a request for a minor amendment to an approved PUD does not come before the Planning and Zoning Commission, but would go directly to the City Council's Municipal Services Committee.

Staff does not object to the proposed use. Originally, the PUD included both a YMCA and a daycare center. Later, the PUD was amended with those uses being eliminated.

The amount of required parking for a daycare/preschool is less than for an office use per the Zoning Ordinance:

- Daycare, preschool: 2 parking stalls per 1,000 gross square feet of building area  
*18 parking stalls required, 39 provided within the immediate vicinity*
- Office: 5 parking stalls per 1,000 gross square feet of building area

### *Final PUD*

Preliminary PUD approval was granted for the entire PUD plan. Final PUD approval has been granted at the time final, construction plans were submitted for each of the buildings. Final PUD approval does not require a public hearing, a public hearing was held during the preliminary PUD approval process. Final PUD approval is intended to ensure final plans are in substantial compliance with the approved preliminary plans.

The building elevation drawing shows the building façade will match substantially the other office buildings, in terms of details and materials: face block, face brick, stone trim, aluminum gutters, asphalt shingles. The petitioner will need to provide a material board to confirm colors.

The photometric plan shows the exterior lighting will comply with the Zoning Ordinance, lighting not exceeding 3 foot-candles at the property line. Regardless, lighting sources will need to be shielded or adjusted in some manner if there is a glare onto an adjacent property

Staff finds the final plans submitted to be in substantial compliance with the approved preliminary plans, in terms of building location, building footprint, building architectural details and materials, parking location and layout and in terms of stormwater management, subject to the following comments:

1. Building foundation landscaping: A 10-foot wide landscape strip, on all four sides of the building, and not less than 50% of the front façade. *Landscaping shown on two sides only. Landscaping along the outside of the fenced-in play area is acceptable.*
2. Parking lot island landscaping: Landscape islands, at least 9 feet wide, with one shade tree and 16 low shrubs. *Landscape islands do not provide the required landscaping.*
3. Free-standing sign: Per the Sign Code, the sign base must be at least 75% of the sign width. Otherwise, the sign area and height comply. The drawing indicates changeable copy. The Sign Code permits only manual changeable copy signs.
4. Dan Lynch, PE, Christopher B. Burk Engineering, the City Engineer reviewed the engineering plans and has provided his comments in a letter dated October 10, 2011, letter attached to memo.
5. Material board to be provided.

All comments must be addressed prior to item being placed on the City Council's agenda.

### **Staff Findings/Recommendations**

Staff recommends the Planning and Zoning Commission make the following recommendation granting the petitions:

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-08 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented, subject to the following conditions:**

- 1. Provide the required building foundation landscape strip.**
- 2. Provide the required landscaping within the parking lot landscape islands.**
- 3. Revise sign to provide a sign base at least 75% of the sign width.**
- 4. Address comments noted in a letter dated October 10, 2011, from Dan Lynch, PE, Christopher B. Burk Engineering**
- 5. Provide a material board.**

### **Planning and Zoning Commission Review – October 19, 2011**

The Planning and Zoning Commission considered this matter at their meeting on October 19, 2011. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Raymond Mielkus, Pauline Oberland, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Gloria Jiskra, Kenneth Ritzert.

Michael Petrucelli, petitioner; Robert Claes, attorney for petitioner; Matt Wisz, Interplan, architect for petitioner; James Schimdt, Rogina and Associates, engineer for the petitioner, were present.

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He noted that the Crossroads of Darien PUD development was approved in 2000, that preliminary approval had been granted for the entire development, with final approvals granted as each site was built on.

He stated staff finds the plans to be consistent with the approved PUD plans, that the staff comments are minor in nature.

Chairperson Meyer asked about lighting and glare.

Mr. Griffith stated the photometric plan shows they will comply, but that once the lighting is in place if there is glare onto adjacent properties the light will need to be adjusted or a shield put in place.

James Scargill, The Goddard School, described the proposed use. He stated the Goddard School has been around for 25 years, based in Pennsylvania. He stated the daycare center is open during the weekend, but not on weekends. He stated the center can accommodate 140 children with 18 staff. He stated they focus on child development.

Commissioner Hickok asked about the ages of children serviced, if background checks were done on the staff and if teachers were certified.

Mr. Scargill stated the children range for 6 weeks to 6 years, they have a vetting process in place for hiring staff and that teachers are trained and certified.

Chairperson Meyer asked about the interior layout of the center.

Mr. Scargill stated that children are placed in various rooms based on age. He stated there are 2 staff members in each room.

Commissioner Lind asked about drop-off/pick-up times, how such activity is accommodated.

Mr. Scargill stated that there is not a specific morning or evening hour were parents drop-off or pick-up their children. He stated there is not vehicle queuing, that this activity occurs over several hours in the morning and evening. He stated parents must park their vehicles, get out and bring the children into the building, that there is a biometric system in place which requires the parent to physically bring their child into the center. He stated that approximately 30% of the children leave after lunch.

Chairperson Meyer asked about lunch, if there is cooking. She asked about the playground surface.

Mr. Scargill stated typical parents bring food for their child, that meals are not prepared, but there are facilities to warm up food and there is a sink.

Mr. Scargill stated the play area is grass and rubber surface around the play equipment.

Commissioner Kiefer asked about the retaining wall, and whether the landscape comments can be addressed.

Mark Wisz, Interplan, the architect for the petitioner, presented the building elevation drawings. He described how the drawing has gone through several revisions.

Mr. Griffith noted that the drawings being presented were not the drawings submitted for review and for the Commission's consideration, and that the drawings were not consistent with the approved PUD plan. He stated this at least the second time that elevation drawings the petitioner has presented that were not consistent with the PUD plan, even after receiving staff comments concerning the matter. Mr. Griffith stated if they wished to revise the plan, they needed to submit those plan revisions for review.

Mr. Wisz explained the nature of the revisions but stated they would proceed with the drawings submitted to the Commission. He presented a material board reflecting the changed building elevations.

Mr. Wisz stated that the staff comments concerning engineering and landscaping can be addressed.

Chairperson Meyer asked about the fence surrounding the play area.

Mr. Scargill stated the fence is a solid, white, 6-foot tall vinyl fence. He stated the vinyl fence has worked well for them and helps absorb sound from the play area.

The Commission discussed the fence, color and style, whether the fence color should match the building

exterior. The Commission found the proposed fence to be acceptable.

Robert Claes, attorney for the petitioner, stated they are asking for a waiver from the landscaping requirements, to eliminate the required building foundation landscaping. He stated the plan calls for sidewalks, where not required by Code, to provide parent access to the building as well as meet ADA requirements. He stated there is not room to provide the landscaping, that the easements on place restrict the building location too.

Mr. Griffith stated that the landscaping does not meet the Zoning Ordinance requirements or the approved PUD plan, specific to building foundation landscaping. He stated the petitioner had been given comments concerning landscaping, that the landscaping could be placed on the outside of the fenced-in play area to comply with the ordinance. He stated the petitioner indicated the plans could be changed to comply with the requirements. He stated the petitioner specifically stated they were not seeking variations from the Zoning Ordinance or the approved PUD plan. He stated the goal was to minimize the deviations from the Zoning Ordinance and the PUD plan to avoid triggering a needless public hearing, referring to both the landscaping and building elevations.

Commissioner Oberland stated it was disrespectful to submit plans for Commission approval, then come to the meeting and present different drawings which had not been reviewed by staff, referring specifically to the building elevation drawings.

The Commission discussed the requirement for building foundation landscaping. The Commission concurred there did not appear to be space to provide the landscaping along the north and west sides of the site, and the sidewalk would be a benefit, providing access to the building.

There was not anyone from the public to offer comments.

**Without further discussion, Commissioner Hickok made the following motion, seconded by Commissioner Kiefer:**

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-08 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented, subject to the following conditions:**

- 1. Waive the required building foundation landscape strip along the north and west sides of the building/play area.**
- 2. Provide the required landscaping within the parking lot landscape islands.**
- 3. Revise sign to provide a sign base at least 75% of the sign width.**
- 4. Address comments noted in a letter dated October 10, 2011, from Dan Lynch, PE, Christopher B. Burk Engineering.**
- 5. Provide a material board.**
- 6. Building elevations to be consistent with the drawings submitted for review and dated August 29, 2011.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 7-0.  
(Commissioners Jiskra and Ritzert were absent.)**

## **Municipal Services Committee – October 24, 2011**

All comments are required to be addressed prior placing this item on the City Council's agenda.

Staff met with the petitioner concerning the building elevation drawings, to review the revised drawings shown to the Commission at their October 19, 2011, meeting. Staff finds these drawings to be substantially consistent with the approved PUD plan. Therefore, staff does not object to this revision. *The list of plans associated with this petition has been revised accordingly, page 2 of this memo.*

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation:

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-08 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented, subject to the following conditions:**

- 1. Waive the required building foundation landscape strip along the north and west sides of the building/play area.**
- 2. Provide the required landscaping within the parking lot landscape islands.**
- 3. Revise sign to provide a sign base at least 75% of the sign width.**
- 4. Address comments noted in a letter dated October 10, 2011, from Dan Lynch, PE, Christopher B. Burk Engineering.**
- 5. Provide a material board.**

## **Municipal Services Committee Review – October 24, 2011**

The Municipal Services Committee considered this matter at its meeting on October 24, 2011. The following members were present: Alderman Joseph Marchese – Chairman, Alderman Halil Avci, Alderman Ted Schauer, Dan Gombac – Director, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

The petitioner was present.

Michael Griffith, Senior Planner, reviewed the staff agenda memo and the Planning and Zoning Commission's recommendation. He stated the plans presented are consistent with the approved PUD plans.

Alderman Avci asked to confirm the Commission's vote.

Mr. Griffith stated the Commission's vote was unanimous in recommending approval, there were no objections from the Commission.

Chairman Marchese asked if the conditions of approval noted in the staff report still applied. Mr. Griffith stated yes, noting that the petitioner should leave the material board for the file.

There were no further questions from the Committee.

**Without further discussion, Alderman Schauer made the following motion, seconded by Alderman Schauer:**

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-08 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented, subject to the following conditions:**

- 1. Waive the required building foundation landscape strip along the north and west sides of the building/play area.**
- 2. Provide the required landscaping within the parking lot landscape islands.**
- 3. Revise sign to provide a sign base at least 75% of the sign width.**
- 4. Address comments noted in a letter dated October 10, 2011, from Dan Lynch, PE, Christopher B. Burk Engineering.**

**Upon a voice vote, THE MOTION CARRIED by a vote of 3-0.**

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE GRANTING A MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Crossroads of Darien PUD, 8350 Lemont Road, Building G)**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 21<sup>st</sup> DAY OF NOVEMBER., 2011**

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**Published in pamphlet form by authority of the  
Mayor and City Council of the City of Darien,  
DuPage County, Illinois, this \_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2011.**

**AN ORDINANCE GRANTING A MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Crossroads of Darien PUD, 8350 Lemont Road, Office Building G)**

**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**, heretofore, pursuant to Ordinance No. O-28-00, the City granted a special use for a Planned Unit Development (PUD) for certain property described therein and commonly referred to as “Crossroads of Darien”; and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-31-00, the City granted Final PUD approval for Building G of the “Crossroads of Darien”; and

**WHEREAS**, the City of Darien received a petition to modify the approved PUD to allow a daycare/preschool facility within the office building labeled as Office Building G on the PUD Plan; and

**WHEREAS**, on October 24, 2011, the Municipal Services Committee of the City Council reviewed said petition and forwarded its findings and recommendations to the City Council; and

**WHEREAS**, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions and limitations described below.

**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: Approval of Minor Amendment to PUD Granted.** A minor amendment to the approved PUD for Crossroads of Darien is hereby approved to allow a daycare facility within the building labeled as Office Building G and commonly known as 8350 Lemont Road Building G, Darien, Illinois.

**SECTION 2: Remainder of PUD.** All of the terms, conditions and limitations of Ordinance Nos. O-27-00, O-28-00, O-30-00, O-31-00 and O10-01, except as previously amended by Ordinances Nos. O-08-03, O-40-04, O-05-05, O-16-05, O-48-06, O-16-07, O-23-07, O-30-07, O-01-08 and O-28-08, shall remain in full force and effect.

**SECTION 3: 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 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: 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 21<sup>st</sup> day of November, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,**  
this 21<sup>st</sup> day of November, 2011.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CHRISTOPHER B. BURKE** ENGINEERING, LTD.  
9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX(847) 823-0520

November 16, 2011

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Mike Griffith

Subject: Proposed Goddard School – Crossroads Subdivision  
(CBBEL Project No. 95-323 HHH)

Dear Mike:

As requested in your transmittal dated November 8, 2011 we have reviewed the revised plans for the aforementioned project prepared by Rogina & Associates, Ltd. and dated November 7, 2011. In our opinion, the plans and supporting documents are in general compliance with City Code and standard engineer methods. The following items should be incorporated into the approval:

1. The existing catch basin in the swale at the southeast corner of the building is noted to “change frame to closed lid”. We suggest it may be more effective to raise the rim 6” and keep the open lid as an overflow.
2. We suggest that the swale south of the building be restored with native prairie plants and wildflowers rather than turf grass. This would better filter pollutants from the stormwater.
3. The stormwater permit fee for the 1.208 acre site is \$362.40 ( $\$300/\text{ac} \times 1.208\text{ac}$ ).
4. The required stormwater security is \$19,736.75. This equates 110% of the storm sewer and erosion control estimate (\$17,942.50).

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in green ink, appearing to read 'Daniel Lynch', is written over the typed name.

Daniel L. Lynch, PE, CFM  
Head, Municipal Engineering Department

cc: Dan Gombac – City of Darien

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: November 21, 2011**

**Issue Statement**

**PZC 2011-10:** **1450 Plainfield Road, Midwest Foot and Ankle Center:**  
Petitioner seeks approval of a special use to  
establish a medical clinic within the O Office zoning district.

**[ORDINANCE](#)**    **[BACKUP](#)**

**Overview/Discussion**

**The Planning and Zoning Commission considered this item at their meeting on November 16, 2011 (public hearing), and recommends approval of the petition as presented. The Municipal Services Committee held a special meeting preceding the City Council meeting; therefore, staff will update the Council on the Committee's recommendation and discussion.**

The draft ordinance is attached.

The full discussion follows as "Additional Information."

**Decision Mode**

The Planning/Zoning Commission considered this item at its meeting on November 16, 2011.  
The Municipal Services Committee will consider this item at its meeting on November 21, 2011 and provide a recommendation to the City Council.  
The City Council will consider this item under New Business at its meeting on November 21, 2011.  
The petitioners have requested Staff to expedite the meeting schedules.

**Additional Information**

**Issue Statement**

**PZC 2011-10:** **1450 Plainfield Road, Midwest Foot and Ankle Center:**  
Petitioner seeks approval of a special use to establish a medical clinic within the  
O Office zoning district.

Applicable Regulations:    Zoning Ordinance, Section 5A-9-2-4: Special Uses, O Office zoning district.

Zoning Ordinance, Section 5A-2-2-9: Special Uses

**General Information**

Petitioner: Dr. Louis Chi  
2314 Downing  
Westchester, IL 60154

Property Owner: MMJR LLC  
Michael Benedetto  
1440 Maple Avenue, Suite 7B  
Lisle, IL 60532

Property Location: 1450 Plainfield Road

PIN: 09-28-404-042

Existing Zoning: O Office

Existing Land Use: Office building, multi-tenant building

Proposed Land Use: Medical clinic

Surrounding Zoning and Land Use:

North: R-2 Single-Family Residence – single-family homes

South: R-2 Single-Family Residence and R-3 Multi-Family Residence – single-family homes and multi-family dwelling

East: O Office – office building

West: O Office – office building

Comprehensive Plan Update: Office

History: In 2000 and 2001, the City Council approved a rezoning from R-2 Single-Family Residence to O Office and a plat of subdivision creating the 3-lot office development.

Size of Property: 81,345.6 square feet

Floodplain: None.

Natural Features: None.

Transportation: Property has frontage on Plainfield Road.

## **Documents Submitted**

This report is based on the following information submitted to the Community Development Department by the petitioner:

1. Written description of use from petitioner.

## **Planning Overview/ Discussion**

The subject property is located on the north side of Plainfield Road, at Bailey Road. The location is part of a development consisting of three office buildings.

The petitioner seeks special use approval to establish a medical clinic within the O Office zoning district. Per the Zoning Ordinance, special use approval is required for medical clinics within the O Office zoning district.

Special use approval requires a public hearing before the Planning and Zoning Commission. City Council approval is required.

Per the Zoning Ordinance, the special use request must address the following criteria for approval:

1. That the special use is deemed necessary for the public convenience at the location specified.
2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the planning and Zoning Commission and the Planning and Development Committee.

## **Staff Findings/Recommendations**

Staff does not object to the proposed use. There is adequate parking to accommodate the proposed use, with

adequate ingress/egress from the site. The proposed use will not impede the normal and orderly development and improvement of surrounding properties for permitted uses, and the proposed use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation granting the petition:

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-10 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petition as presented.**

### **Planning and Zoning Commission Review – November 16, 2011**

The Planning and Zoning Commission considered this matter at its meeting on November 16, 2011. The following members were present: Beverly Meyer – Chairperson, Don Hickok, John Lind, Pauline Oberland, Ken Ritzert, Elizabeth Lahey-Secretary.

Members absent: Gloria Jiskra, Ron Kiefer, Ray Mielkus, Susan Vonder Heide, Michael Griffith – Senior Planner.

Chairperson Meyer reported that City staff was unable to attend the meeting. She reported that staff does not object to the proposed use and that there is adequate parking and adequate ingress and egress and that the proposed use will not impede the normal and orderly development and improvement of the surrounding property.

Mr. Michael DiBenedetto, 1440 Maple Avenue, Suite 7B, Lisle stated that he was the owner of the property representing the petitioners. Mr. DiBenedetto stated that the petitioners currently have an office in Oakbrook and that they would like to relocate to Darien. He stated that the foot and ankle practice will be open 3 days per week seeing approximately three to ten patients per day not all at the same time.

Chairperson Meyer questioned if there would be surgery performed on the premises.

Mr. DiBenedetto stated that he was not aware that there would be any surgery performed.

Commissioner Oberland questioned if the petitioners were MD's.

Mr. DiBenedetto stated that both petitioners were Medical Doctors.

Chairperson Meyer stated that she questioned if there would be surgery because there are clean room requirements that must be met.

Mr. DiBenedetto stated that he was unsure if there would be surgery performed but that he was informed that the new carpeting would be removed from two of the rooms and replaced with ceramic tile.

Chairperson Meyer questioned if medication would be stored in the office.

Commissioner Oberland stated that she did not believe that medication could be stored in the office.

Mr. DiBenedetto stated that he thought that medication would be given by prescription.

Commissioner Lind stated that the proposed business would not impact the parking.

**Without further discussion, Commissioner Ritzert made a motion, and it was seconded by Commissioner Hickok that based upon the submitted petition and the information presented, the request associated with PZC 2011-10 is in conformance with the standards of the Darien City Code and move that the Planning and Zoning Commission approve the petition as presented.**

**Upon roll call vote, THE MOTION CARRIED unanimously 5-0. Commissioner Jiskra, Commissioner Mielkus and Commissioner Vonder Heide were not present.**

**Municipal Services Committee – November 21, 2011**

The Staff has reviewed the comments as presented above and has contacted the petitioner. Below, please find the comments and responses:

1. Chairperson Meyer questioned if there would be surgery performed on the premises.

Mr. DiBenedetto stated that he was not aware that there would be any surgery performed.

***Response: Staff had spoken with Dr. Chi on November 17, 2011 and Dr. Chi has stated that no surgeries will be performed on site.***

2. Commissioner Oberland questioned if the petitioners were MD's.

Mr. DiBenedetto stated that both petitioners were Medical Doctors.

***Response: Staff had spoken with Dr. Chi on November 17, 2011 and the petitioners are medical doctors.***

3. Chairperson Meyer stated that she questioned if there would be surgery because there are clean room requirements that must be met.

Mr. DiBenedetto stated that he was unsure if there would be surgery performed but that he was informed that the new carpeting would be removed from two of the rooms and replaced with ceramic tile.

***Response: See above response***

4. Chairperson Meyer questioned if medication would be stored in the office.

Commissioner Oberland stated that she did not believe that medication could be stored in the office.

Mr. DiBenedetto stated that he thought that medication would be given by prescription.

*Response: Staff had spoken with Dr. Chi on November 17, 2011 and Dr. Chi stated that no controlled narcotics would be stored on the premises.*

5. Commissioner Lind stated that the proposed business would not impact the parking.

*Response: The parking meets the requirements of the use.*

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation:

**Based upon the submitted petition and the information presented, the request associated with PZC 2011-10 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee approve the petition as presented.**

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE APPROVING A SPECIAL USE  
TO THE DARIEN ZONING ORDINANCE**

**(PZC 2011-10: 1450 Plainfield Road, Midwest Foot and Ankle Center)**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 21<sup>st</sup> DAY OF NOVEMBER, 2011**

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Published in pamphlet form by authority of the  
Mayor and City Council of the City of Darien,  
DuPage County, Illinois, this \_\_\_\_\_ day  
of \_\_\_\_\_, 2011.

**AN ORDINANCE APPROVING A SPECIAL USE  
TO THE DARIEN ZONING ORDINANCE**

**(PZC 2011-10: 1450 Plainfield Road, Midwest Foot and Ankle Center)**

**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 property legally described in Section 1 (the “Subject Property”), is zoned O Office District pursuant to the Darien Zoning Ordinance; and

**WHEREAS**, the petitioner has requested approval of a special use to establish a medical clinic; and

**WHEREAS**, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on November 16, 2011; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of November 16, 2011, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City Council; and

**WHEREAS**, on November 21, 2011, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

**WHEREAS**, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions and limitations described below.

**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: Subject Property.** This Ordinance is limited and restricted to the property generally located at 1450 Plainfield Road, Darien, Illinois, and legally described as follows:

LOT 2 OF PLAINFIELD OFFICE BUILDINGS 2, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JANUARY 20, 2006, AS DOCUMENT R2006-012244 AND CERTIFICATE OF CORRECTION RECORDED JANUARY 23, 2006, AS DOCUMENT NUMBER R2006-013606 IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-28-404-042

**SECTION 2: Special Use Granted.** Pursuant to Section 5A-2-2-6: "Special Uses," of the Darien Zoning Ordinance, a special use is hereby granted to allow the establishment of a medical clinic on the Subject Property.

**SECTION 3: 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 4: 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 21<sup>st</sup> day of November, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,**  
this 21<sup>st</sup> day of November, 2011.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Michael Griffith**

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**From:** Scott Coren  
**Sent:** Monday, October 24, 2011 9:45 AM  
**To:** Dr. Chi  
**Cc:** Michael Griffith  
**Subject:** RE: Occupancy permit

Thank you for this info, Dr. Chi.

Scott

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**From:** Dr. Chi [mailto:midwestfootankle@sbcglobal.net]  
**Sent:** Saturday, October 22, 2011 2:45 PM  
**To:** Scott Coren  
**Subject:** Occupancy permit

Hi Scott,

Sorry about the late e-mail. The original message didn't go through and bounced back for some reason. I didn't realize it until now.

Use of Office at 1450 Plainfield Rd. #6:

We are a podiatric medical practice which consists of myself and my wife, Ruth Songco-Chi, DPM. We have been in this practice for about 5 years. Our practice consists of treatment of foot and ankle disorders of all ages. We currently have office hours 3 1/2 days a week, and we employ 2 part-time employees. We average about 5-10 patients a day, as we are not usually in the office for the full day. We intend to keep the same hours and days when we move.

If there are any questions or if you need more info, please call me on my cell: 630-546-0427.

Thank you,  
Louis Chi

10/24/2011

**AGENDA MEMO**  
**City Council**  
**November 21, 2011**

**ISSUE STATEMENT**

A resolution accepting a proposal from UGX Incorporated to provide snow plowing and deicing services for the parking lot and walkways at the Darien Heritage Center and the sidewalk plowing and de-icing services at the Municipal Complex as per the unit prices.

**RESOLUTION**    **BACKUP**

**BACKGROUND**

During the snow season, the department is responsible for the snow plowing and deicing operations at the Heritage Center and the City Hall grounds. The City crews currently plow the Municipal Complex parking lot only. Due to the required manpower for the snow plowing and deicing operations of the City's roadways, Staff is unable to perform snow removal and/or deicing operations from the sidewalks at the City Hall and the Heritage Plaza. Some of the costs generated for the services of Heritage Plaza are reimbursable to the City from the tenants.

Competitive quotes were requested for snow plowing services and/or deicing services and staff had received four quotes. See Attachment A. The lowest competitive quote was UGX Incorporated.

The proposed expenditure for the Municipal Complex will be expended from Account No 01-30-4223 and Account No 10-75-4227 for the Heritage Center. The total estimated costs for all snow related operations are estimated to be approximately \$11,500.00 pending weather events. See [Attachment A](#). References for UGX Incorporated are not available. The company is a startup company and the owner is in the process of securing accounts. The owner has several commercial properties that he owns and plans on servicing with new equipment recently purchased.

**STAFF RECOMMENDATION**

The Municipal Services Committee will be meeting on this item prior to the City Council Meeting on November 21, 2011. Staff recommends approval of the proposed resolution. This item will be placed under New Business for the November 21, 2011 City Council Meeting.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed under New Business on the November 21, 2011 City Council agenda for formal

approval.

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM UGX INCORPORATED TO PROVIDE SNOW PLOWING AND DEICING SERVICES FOR THE PARKING LOT AND WALKWAYS AT THE DARIEN HERITAGE CENTER AND THE SIDEWALK PLOWING AND DEICING SERVICES AT THE MUNICIPAL COMPLEX AT THE PROPOSED SCHEDULE OF PRICES THROUGH APRIL 30, 2012**

**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 accepts a proposal from UGX Incorporated at the proposed schedule of prices to provide snow plowing and deicing services for the parking lot and walkways at the Darien Heritage Center and the sidewalk plowing and deicing services at the Municipal Complex through April 30, 2012, attached hereto as "[Exhibit A](#)".

**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 21<sup>st</sup> day of November, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 21<sup>st</sup> day of November, 2011.

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

ATTEST:

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

APPROVED AS TO FORM:

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CITY ATTORNEY

# CITY OF DARIEN

## 2011/12 SNOW REMOVAL AND SALTING SERVICES

Vendor Name: UGX, INC.

The City of Darien is seeking quotes for the services of snow plowing, shoveling and deicing services for the following:

City Hall – 1702 Plainfield Road - Snow shoveling and salting of all sidewalks, stairs and entrances. The City will supply the salt for the-awarded vendor.

Police Department – 1710 Plainfield Road - Snow shoveling and salting of all sidewalks, stairs and entrances. The City will supply the salt for the awarded vendor.

Heritage Center – 7515 South Cass Avenue- Snow plowing and salting of the parking lot and snow shoveling and salting of all sidewalks, and entrances. The vendor shall supply the salt for the parking lot and sidewalk.

Clearing shall begin after a 1 inch accumulation and each accumulation of 3 inches after that, until the snow event ends. Each clearing constitutes a separate payment.

City Hall and Police Department

Sidewalk clearing (per event)	\$ 135.00
Salting of sidewalks (per event)	\$ 40.00
City of Darien will provide the salt	
City of Darien will be responsible for plowing of parking lot	

Heritage Center

Parking lot & sidewalk clearing (per event)	\$ 212.50
Parking lot & sidewalk salting (per event)	\$ 75.00
Contractor to provide salt	

\$210.00

Total Costs \$ 462.50/CLEARING

Quotes due by Friday, November 11, 2011 at 11:00 a.m.

Contractor

Provides equipment & labor  
Insurance  
Proposal good through April 30, 2012

Submitted by:

<u>RICK NEUBAUER</u>	<u>11-10-11</u>
Contract Name	Date
<u>1449 CATON FARM ROAD, LOCKPORT, IL 60441</u>	<u>630.759.0007</u>
Address	Office Number
<u>RICKN@UGXONLINE.COM</u>	<u>630.816.6688</u>
E-mail address	Cell phone number

## Dan Gombac

---

**From:** Dan Gombac  
**Sent:** Friday, November 11, 2011 3:20 PM  
**To:** 'rickn@UGXonline.com'  
**Cc:** Dan Salvato; Kris Throm; David Fell; Ashley Prueter; Scott Coren  
**Subject:** Snow plowing services

Good afternoon Rick:

As per our conversation this afternoon you are the lowest competitive quote for the snow plowing and deicing services for the Heritage Center and City Hall/Police Department. We had also agreed upon a renegotiated per event price of \$210.00 from \$212.50 for the Parking Lot & Sidewalk Clearing for the Heritage Center. Dan Salvato, or his designee will be the contact person and his number is 630-417-2773. Prior to Dan S will contact you for a meet regarding protocols.

In respect to your comment regarding additional equipment in the event that the snow is not stackable, the Municipal services Dept will provide an end loader as required.

Please forward the Cert of Ins, with the City of Darien as an additional endorsement by no later than Nov 16, 2011 to Ashley Preuter.

Regards,

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

### SNOW PLOWING SERVICES CITY HALL AND HERITAGE CENTER

Description	All Star Maintenance	Mancione Improvements 1-4 Inches	Mancione Improvements 4-6 Inches	Mancione Improvements 6-8-Inches	Royal Oaks Landscaping	UGX, Inc	UGX, Inc Renegotiated
<b>City Hall and Police Deapartment</b>							
Sidewalk Clearing-Per Event	\$ 200.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 350.00	\$ 135.00	\$ 135.00
Salting of Sidewalk-Per Event	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 275.00	\$ 40.00	\$ 40.00
<b>Total Costs</b>	<b>\$ 265.00</b>	<b>\$ 215.00</b>	<b>\$ 215.00</b>	<b>\$ 215.00</b>	<b>\$ 625.00</b>	<b>\$ 175.00</b>	<b>\$ 175.00</b>
<b>Heritage Center</b>							
Parking Lot and Sidewalk Clearing-Per Event	\$ 155.00	\$ 125.00	\$ 200.00	\$ 275.00	\$ 175.00	<del>\$ 212.50</del>	<b>\$ 210.00</b>
Salting of Parking Lot and Sidewalk-Per Event	\$ 130.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 150.00	\$ 75.00	\$ 75.00
<b>Total Costs</b>	<b>\$ 285.00</b>	<b>\$ 300.00</b>	<b>\$ 375.00</b>	<b>\$ 450.00</b>	<b>\$ 325.00</b>	<b>\$ 287.50</b>	<b>\$ 285.00</b>

### PROPOSED QUANTITY AND COSTS

Proposed Frequencies	All Star Maintenance	Mancione Improvements	Mancione Improvements	Mancione Improvements	Royal Oaks Landscaping	UGX, Inc	UGX, Inc
<b>City Hall and Police Deapartment-Account 01-30-4223</b>							
25	\$ 5,000.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 8,750.00	\$ 3,375.00	\$ 3,375.00
25	\$ 1,625.00	\$ 1,625.00	\$ 1,625.00	\$ 1,625.00	\$ 6,875.00	\$ 1,000.00	\$ 1,000.00
<b>Sub Total</b>	<b>\$ 6,625.00</b>	<b>\$ 5,375.00</b>	<b>\$ 5,375.00</b>	<b>\$ 5,375.00</b>	<b>\$ 15,625.00</b>	<b>\$ 4,375.00</b>	<b>\$ 4,375.00</b>
<b>Heritage Center-Account 10-75-4227</b>							
25	\$ 3,875.00	\$ 3,125.00	\$ 5,000.00	\$ 6,875.00	\$ 4,375.00	\$ 5,312.50	\$ 5,250.00
25	\$ 3,250.00	\$ 4,375.00	\$ 4,375.00	\$ 4,375.00	\$ 3,750.00	\$ 1,875.00	\$ 1,875.00
<b>Sub Total</b>	<b>\$ 7,125.00</b>	<b>\$ 7,500.00</b>	<b>\$ 9,375.00</b>	<b>\$ 11,250.00</b>	<b>\$ 8,125.00</b>	<b>\$ 7,187.50</b>	<b>\$ 7,125.00</b>
<b>Total Yearly Cost Estimate</b>	<b>\$ 13,750.00</b>	<b>\$ 12,875.00</b>	<b>\$ 14,750.00</b>	<b>\$ 16,625.00</b>	<b>\$ 23,750.00</b>	<b>\$ 11,562.50</b>	<b>\$ 11,500.00</b>

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK  
TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN  
THE METROPOLITAN ALLIANCE OF POLICE  
AND THE CITY OF DARIEN  
(5-1-2010 to 4-30-2014)**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, that the Mayor and City Clerk are hereby authorized to execute a Collective Bargaining Agreement between the City of Darien and the Metropolitan Alliance of Police (MAP), a copy of which is attached hereto as "[Exhibit A](#)", which is by this reference expressly incorporated herein.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 21<sup>st</sup> day of November, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 21<sup>st</sup> day of November, 2011.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Field Code Changed

**NEGOTIATED AGREEMENT BETWEEN THE  
METROPOLITAN ALLIANCE OF POLICE  
DARIEN POLICE CHAPTER #48**

**AND**

**THE CITY OF DARIEN**

5-1-2010 through 4-30-2014



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**NEGOTIATED AGREEMENT  
BETWEEN THE CITY OF DARIEN  
AND  
THE METROPOLITAN ALLIANCE OF POLICE DARIEN CHAPTER #48**

**PREAMBLE**

This Agreement entered into by the City of Darien, DuPage County, Illinois, hereinafter referred to as the Employer, and the Metropolitan Alliance of Police Darien Chapter, hereinafter referred to as the Chapter, is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter, and is set forth herein the basic and full agreement between the parties concerning rates of pay, wages and other conditions of employment for full-time police officers, full-time police sergeants, and probationary police officers of the City of Darien, as defined herein below and hereinafter referred to as "Officers" or "employees", or when the context requires a singular noun, as "Officer" or "employee".

**ARTICLE I**  
**RECOGNITION**

**Section 1.1. Recognition.**

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-9013 dated December 27, 1989, and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all sworn full-time, and probationary officers within the police department of the City of Darien, below the rank of lieutenant, as certified, as described herein above. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State Laws. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

**Section 1.2. Probationary Period.**

As established by the City's Board of Fire and Police Commission, the probationary period for Officers is twelve (12) months in duration from the date of appointment. Nothing herein shall be construed to modify the Commission's authority to set or modify probationary periods, provided that set probationary periods shall not exceed eighteen (18) months from the date the officer completes his academy training. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum. It is further agreed that probationary officers shall be entitled to all other rights, privileges, and benefits conferred by this agreement except as previously stated.

**Section 1.3. Fair Representation.**

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

**Section 1.4. Gender.**

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

**Section 1.5. Chapter Officers.**

For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected President, Vice-President, Secretary, Treasurer and Sergeant at Arms.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

**Section 2.1. Management Rights.**

Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, Police Chief, or their authorized designees, it is the sole discretion of the Mayor to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist; and to carry out the mission of the City.

**ARTICLE III**  
**LAYOFF**

**Section 3.1. Layoff.**

The City in its reasonable discretion shall determine when and whether lay-offs are necessary. If the City so determines that these conditions exist employees covered by this agreement will be laid off in accordance with their length of service with the City as provided in Ill. Rev. Stat. Chapter 24 Section 10-2.1-18. All officers shall receive notice in writing of the layoff at least fifteen (15) days in advance of the effective date of such layoffs.

**Section 3.2. Recall.**

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Chapter. The employee must notify the Police Chief or his designee of his intention to return to work within seven (7) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

**ARTICLE IV**  
**NO STRIKE CLAUSE**

**Section 4.1. No Strike Clause.**

Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the City, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

**Section 4.2. No Lockout.**

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

**Section 4.3. Judicial Restraint.**

Nothing contained herein shall preclude the City or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

**Section 4.4. Discipline of Strikers.**

Any officer who violates the provisions of Section 4.1 of this Article shall be subject to disciplinary action and statutory penalties. Any action taken by the Employer against any officer who participates in any action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

**ARTICLE V**  
**COMPENSATION AND HOURS OF WORK**

**Section 5.1. Compensation and ICMA.**

Compensation of the Police Officers of the City of Darien shall be paid according to Appendix A attached hereto and by reference incorporated herein. Said compensation shall be effective May 1, ~~20~~2010 and any and all retroactive pay shall be distributed to the officers in a lump sum on or before 30 days after the date of execution of this agreement.

Effective January 1, 2002 all employees covered by this Agreement, including patrol officers and sergeants, shall be allowed to participate in the City provided ICMA program. All employees shall be given matching funds up to twelve hundred dollars (\$1,200.00) per year.

**Section 5.2. Longevity.**

All patrol officers shall receive an automatic increase of two percent (2%) to their yearly base salary on the eleventh (11th) through the eighteenth (18th) anniversary of their date of employment by the City. All patrol officers shall receive an automatic increase of six percent (6%) to their yearly base salary on the nineteenth (19) and all subsequent anniversaries of their date of employment by the city. The dates of employment for all employees covered by this agreement are listed in Appendix B which is attached hereto and made part hereof.

Officers promoted from the rank of Patrolman to the rank of Sergeant shall be paid at the Sergeant's salary step closest to but greater than the officer's last Patrolman salary step.

**Section 5.3. Normal Work Hours.**

All officers covered by this agreement will work an eight (8) hour day, including a forty-five (45) minute paid meal period. Any hours worked in addition to the above shall constitute overtime and shall be paid at the rate of one and one-half (1 ½) times the Officers current rate of pay. All Officers covered by this Agreement will be compensated at the rate of one and one-half (1 ½) times the Officers current rate of pay for any days that Officer works in excess of the dates scheduled for regular shift.

Officers assigned to the Patrol Division shall work a twenty-eight (28) day shift with eight (8) scheduled days off per shift. Patrol Division will rotate from day shift (0700-1500 hours) to midnight shift (2300-0700 hours) to afternoon shift (1500-2300 hours). A Power Shift will work such hours as are assigned by the Chief of Police from time to time in accordance with the needs of the Department. Sergeant's shifts will rotate with the patrolman's shifts. All shift schedules shall be posted no later than ten (10) days prior to the commencement of that schedule.

Any medical testing or evaluations required by the Darien Police Department or City of Darien shall be arranged during the officer's normal work hours. If the medical evaluation cannot be arranged during the Officer's normal work hours, the officer will be allowed to switch shifts to accomplish the medical evaluation. The officer shall be allowed to accomplish the

medical evaluation on the officer's off time or during allotted court time and any expenses incurred by the officer shall be reimbursed by the City of Darien. The eye exam shall be at an optometrist located within the City limits or one who has been previously approved by the Chief of Police.

The annual eye exam currently required by the City of Darien can be complied with at any time during the calendar year. The City agrees to schedule at least three (3) health fairs scheduled to accommodate shift hours and to allow all covered officers to exchange shifts to take advantage of the exams offered at these health fairs.

The City of Darien shall be responsible for all costs of required tests and/or evaluations and the officers shall not be required to pay any co-payment or deductibles, nor shall the officers be required to use any of their health insurance benefits unless the affected officer chooses to have the test done on his own personal time at which the City shall reimburse the officer only the co-pay amount.

Officers with approved vacation will be given first consideration for weekends off in conjunction with their vacation. The scheduling officer will then make every reasonable attempt to provide each officer with at least one (1) weekend off per shift and then will make every reasonable attempt to satisfy as many specific day off requests as possible. Consideration for days off will be given to the request of individual officers by seniority, provided specific requests are made no later than ten (10) days prior to the start of the affected shift. Requests for specific days off submitted later than ten (10) days prior to the start of the shift will not enjoy the priority of seniority. Sergeants shall have the schedule posted no later than (7) seven days prior to the start of the upcoming shift. All requests for days off are subject to the manpower requirements of the Department.

If in the discretion of the Chief the Sergeants are required to select shift that selection shall be done on a seniority basis utilizing first time in rank and if that results in a tie, then start date with the employer.

The parties agree that scheduled shifts shall not be changed to avoid the payment of overtime.

**Section 5.3 (a) Schedule Committee.**

The parties agree that they shall form a committee to evaluate and implement a new schedule. Said committee shall be comprised of the Chief of Police, The Deputy Chief of Police, one (1) Sergeant and Two (2) Patrolmen (the Sergeant and the two Patrolmen shall be selected by officers covered by members of the bargaining unit). Said committee's decision shall be by unanimous vote.

**Section 5.4. Call Back.**

Any Officer covered by this Agreement who is called back to work on an assignment

which does not continuously precede or follow an Officers regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater.

**Section 5.5. Overtime.**

The Chief of Police or his designee shall have the right to require overtime work. Except in emergencies, such overtime assignments shall be as follows:

**Section 5.5 (a). Non-scheduled Overtime.**

Any overtime work requested in the Patrol Division with less than eight (8) hours notice before said overtime is actually worked shall be considered non-scheduled overtime. The watch commander shall be responsible for filling the shortage with overtime, and shall first offer part or all of the overtime assignment to the on duty shift. If it is necessary to hold an officer over from a prior shift, or to call an officer in early from the next shift, selection will first be requested by seniority. If no officer volunteers, and it should be necessary to order an officer to stay or report in early, then overtime will be ordered in the basis of reverse seniority. Officers on vacation need not be requested to work non-scheduled overtime, except in case of emergencies.

**Section 5.5 (b). Scheduled Overtime – Patrolman.**

Any overtime work requested in the Patrol Division with eight (8) hours (or more) notice prior to the working of said overtime shall be considered scheduled overtime. Scheduled overtime shall be offered by seniority first to the officers on a regular day-off status assigned to the affected shift. In the event that no officer volunteers, the overtime shall be offered to officers on the other shifts, according to the following procedure:

- Day Shift shortage - day, midnight, afternoon
- Afternoon Shift shortage - afternoon, day, midnight
- Midnight Shift shortage - midnight, afternoon, day

In the event that no patrol division officer accepts the overtime assignment, the supervisor may then offer the assignment to officers assigned outside the patrol division. For purposes of these Section, Officers assigned to the power shift shall be considered as working the afternoon shift, working the regular patrol shift with the closest matching hours (if the power shift starts halfway through or earlier it shall be attached to the prior shift, if the power shift starts after the halfway point it shall be attached to the following shift). If no patrol division or patrol officer assigned outside of the patrol division accepts the overtime assignment, then overtime will be ordered on the basis of reverse seniority IN THE PATROL DIVISION.

**Section 5.5 (c). Acceptance of Overtime Assignment.**

In order to accept an overtime assignment, officers must be available for the length of the assignment. Officers on a definite court call (i.e. ~~traffic court~~, summary suspension hearing, subpoena, or motion to suppress hearing) shall not be able to accept the assignment. Officers on a ~~c~~ourt stand-by shall be eligible for overtime assignments.

**Section 5.5 (d). Overtime Assignments – Sergeants.**

When overtime assignments are on a shift where a sergeant is on duty, the overtime will be offered to patrolmen first as prescribed above. When overtime assignments are on a shift where no sergeant is on duty, the overtime will be offered to the sergeants first, as prescribed above.

**Section 5.5 (e). Hours Worked.**

"Hours worked" as mentioned above shall include all hours actually worked and any paid leave of absence which shall include but shall not be limited to SICK LEAVE, VACATION LEAVE, HOLIDAY LEAVE, and authorized paid time off.

**Section 5.5 (f). Overtime Assignments: Specialty Details and Assignments.**

The parties recognize that, from time to time, the department may offer or require overtime assignments outside the regularly scheduled patrol shifts, and that these assignments may require special training, designation or knowledge (e.g., D.A.R.E. instruction, overweight truck enforcement, public speaking and demonstration, training assignments, canine officer). Assignments of this nature shall be assigned by seniority to the officers designated as qualified in the specialty by the Chief of Police.

If the overtime assignment does not require special training or qualifications it shall be offered to officers by date of hire starting with the officer with the earliest date of hire and working down towards the officers with the latest date of hire.

**Section 5.5 (g). Overtime Eligibility List.**

It shall be the duty of the senior union representative to prepare a single roster of Patrol Officers' overtime eligibility on each of the patrol shifts incorporating all conditions of this contract. The list shall be made available to the Chief of Police or his designee 24 hours in advance of the first shift of each new 28 day shift period.

**Section 5.6. Court Time.**

Officers required to attend court on off-duty time shall be compensated with a minimum of two (2) hours overtime pay per day or the actual time worked at overtime rate, whichever is greater, for such court appearance.

Any employee covered by this Agreement who is required to standby for court appearance on off-duty time shall receive as compensation one (1) hour overtime pay per day for said standby. The standby hour shall be designated as from 11:30 a.m. to 12:30 p.m. Hours compensated as standby shall not be counted as hours worked and further, the Officer is not entitled to said compensation unless the standby is authorized by the Chief or his designee.

**Section 5.7. Work Breaks.**

Breaks may be taken at the discretion of the supervisor, for reasonable intervals, at

reasonable times, and with such other units as the supervisor may deem reasonable. The supervisor shall ensure that adequate coverage exists at all times during break periods. The break period is considered on-duty time, and personnel are considered to be available for any assignment during any break period, including all routine calls within their beat.

**Section 5.8. Shift Assignments.**

An Officer shall be permitted to exchange shifts with another Officer subject to the approval of the Chief of Police or his designee. Officers shall be permitted to change shifts provided:

1. The change does not result in additional overtime compensation being paid to any of the Officers involved in the shift change.
2. The Officer requesting said change provides the Chief or his designee with the reason for the request.
3. The Officer changing shifts will forfeit seniority for vacation picks only on the new shift.

If either Officer involved in a shift change fails to report for duty without cause, and his failure to report for duty results in overtime being paid to any Officer, the Chief of Police shall have the discretion to address this conduct in the following manner:

First Offense:	Written Warning
Second Offense:	Written warning or suspension of the right to exchange shifts for no longer than six (6) months.
Third Offense:	Written warning or suspension of the right to exchange shifts for no longer than twelve (12) months.

THE ABOVE OFFENSES MUST ALL OCCUR WITHIN ONE (1) YEAR AND THE CHIEF MUST APPLY ANY CORRECTIVE MEASURES ON A CONSISTENT BASIS.

**Section 5.9. Meetings.**

Any Officer required to be at a departmental meeting during off hours shall be compensated for actual time attending said meeting with a minimum of Two hours (2) of compensation.

**Section 5.10. Acting Shift Commander/Field Training Officer Compensation.**

Patrol Officers assigned as Acting Shift Commander shall receive an additional three dollars and sixty cents (\$3.60/hr.) effective the date of the arbitration award (12/10/08), three dollars and seventy-five cents (\$3.75/hr.) effective May 1, 2009 for each hour worked as Acting Shift Commander, with a minimum assignment length of two (2) hours. The parties agree that Acting Shift Commander Officers shall be selected first in order of rank from the last available

sergeants promotional list whether said list is expired or not and second to be selected by the on duty Sergeant

Effective date of signing, all Field Training Officers shall receive one (1) hour at the officer's overtime rate of pay (one and one-half times the officer's regular hourly rate of pay) for each eight (8) hour shift when acting as a Field Training Officer.

**Section 5.11. Compensatory Time.**

In lieu of overtime pay, an employee may earn compensatory time at a rate equal to one and one-half (1 ½) hours for each overtime hour worked in accordance with the provisions of Section 5.5. Employees may accumulate up to one-hundred and sixty (160) hours of compensatory time. Any other overtime worked will be paid in accordance with Section 5.5. Upon termination of employment, an employee shall be paid all accumulated compensatory time at the Officer's then current rate of pay. Requests for use of compensatory time will be subject to approval by the Officer's supervisor taking into account work needs of the Department. Requests for compensatory time must be made at least three (3) days in advance, unless approved by the Officer's supervisor. The Chief or the Chief's designee will not unreasonably withhold permission for the utilization of compensatory time off. Requests for payment of accumulated compensatory time shall be submitted in writing to the Chief of Police or his designee.

**ARTICLE VI**  
**UNION SECURITY AND DUES CHECK-OFF**

**Section 6.1. Fair Share.**

During the term of this Agreement, Police Officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the City from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the City a list of the officers covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.

**Section 6.2. Dues Deductions.**

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police and the Darien Police Association within thirty (30) days after the deductions have been made.

**Section 6.3. Indemnity.**

The Chapter hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, and shall reimburse the City for all legal costs that shall arise out of, or by reason of action, taken or not taken by the City in compliance with the provisions of this Article. There shall be no indemnification if the employer initiates a challenge to the payments made under Section 6.1 or 6.1.

**Section 6.4. Revocation of Dues.**

A Chapter member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time upon thirty (30) days' notice.

**Section 6.5. Bulletin Boards.**

The City shall provide the Chapter with designated space on available bulletin boards, upon which the Chapter may post its official notices.

**Section 6.6. Labor-Management Meetings.**

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the

specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a. discussion on the implementation and general administration of this agreement;
- b. a sharing of general information of interest to the parties; and
- c. safety issues.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the employee's supervisor. The City in its sole discretion shall determine its representatives at such meetings.

**ARTICLE VII**  
**VACATION**

**Section 7.1. Eligibility and Allowances.**

All employees shall be eligible for paid vacation time after the completion of six months of continuous full-time employment.

**Section 7.2. Vacation Pay.**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification at the commencement of the vacation period.

**Section 7.3. Scheduling.**

Employees shall be awarded vacation time by the City in accordance with Police Department manpower requirements, and on the basis of their shift seniority. Sign-up for annual vacations will begin on November 1 and end on December 31 of each year. Prior to sign-ups, an annual work schedule shall be posted by October 15th of each year. A sign-up sheet will be posted providing each officer a date on which to select vacation. Dates will be assigned according to shift seniority, with the most senior officer on each shift being assigned the first date. Officers may not sign-up prior to their assigned date unless all officers ahead of them have either signed up or waived their selection. Officers who miss their sign-up date may sign-up at their earliest opportunity, however, no bumping will be allowed. Officers not selecting their vacation during the sign-up period may still request vacation at any time, however, no bumping will be allowed. No vacation days may be taken without prior notice to and approval of the Chief of Police.

After two (2) years of service, earned vacation days may be taken at any time during the calendar year in which they are earned. Subject to the approval of the Chief or his designee, a maximum of five (5) vacation days may be carried over to the following calendar year but the officer must use the vacation days or, where applicable, request to be reimbursed for those days, must be used in the first quarter of the year or the vacation days carried over shall be lost. If an employee does not work the entire time to earn the vacation days after he/she has taken them, the employee shall repay the City for those vacation days not earned. Subject to Chief's approval, Employees may take two (2) vacations, earned in different years, back to back. Employees eligible for more than one week of vacation may, at their option and with the approval the Chief or his designee, take one (1) week in daily increments. All other weeks due must be taken in weekly increments.

Vacations selected during the initial bid period shall have priority usage over all other leave time and scheduled activities including, but not limited to, training, meetings etc., except during Darien Fest. Vacations taken in week long intervals will be allowed to include the week-end before and after such vacation.

Officers who have earned three (3) weeks of vacation may, at their option and with the

approval of the Chief or his designee, may "sell" the third week back to the City and work during that time period for regular time compensation. Officers who have earned four (4) or more weeks of vacation may, at their option and with the approval of the Chief or his designee, may "sell" the third and/or fourth week(s) back to the City and work during that time period for regular time compensation. Vacation time may be canceled by an officer at any time by notifying his immediate supervisor in writing. Single personal days and vacation days cannot be taken on holidays unless:

- ~~4216:0-:1.~~ The new schedule has been posted, and,
- ~~4432:0-:2.~~ Manpower permits

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A personal/vacation day or days or any combination thereof when taken on a holiday or holidays must be tied to an entire week of vacation that the holiday or holidays fall on.

Vacations selected pursuant to this section cannot be canceled after the effective shift schedule has been posted.

**Section 7.4. Accrual Schedule.**

Vacation leave shall be earned during the employment year, anniversary date to anniversary date, (anniversary date shall mean date of hire) at the following rates:

- One Week: Six (6) months of service to the City of Darien for a period of time prior to each officer's anniversary date in the year in which the vacation is to occur. After 12 months of service, one additional week is earned. (The first earned week may be held over and be taken after the additional week is earned.)
- Two Weeks: Two (2) or more full years of service to the City of Darien for a period of time prior to each officer's anniversary date in the year in which the vacation is to occur.
- Three Weeks: Five (5) or more full years of service to the City of Darien for a period of time prior to each officer's anniversary date in the year in which the vacation is to occur.
- Four Weeks: Ten (10) or more years of service to the City of Darien for a period of time prior to each officer's anniversary date in the year in which the vacation is to occur.
- Five Weeks: Twenty (20) or more full years of service to the City of Darien for a period of time prior to each officer's anniversary date in the year in which the vacation is to occur.

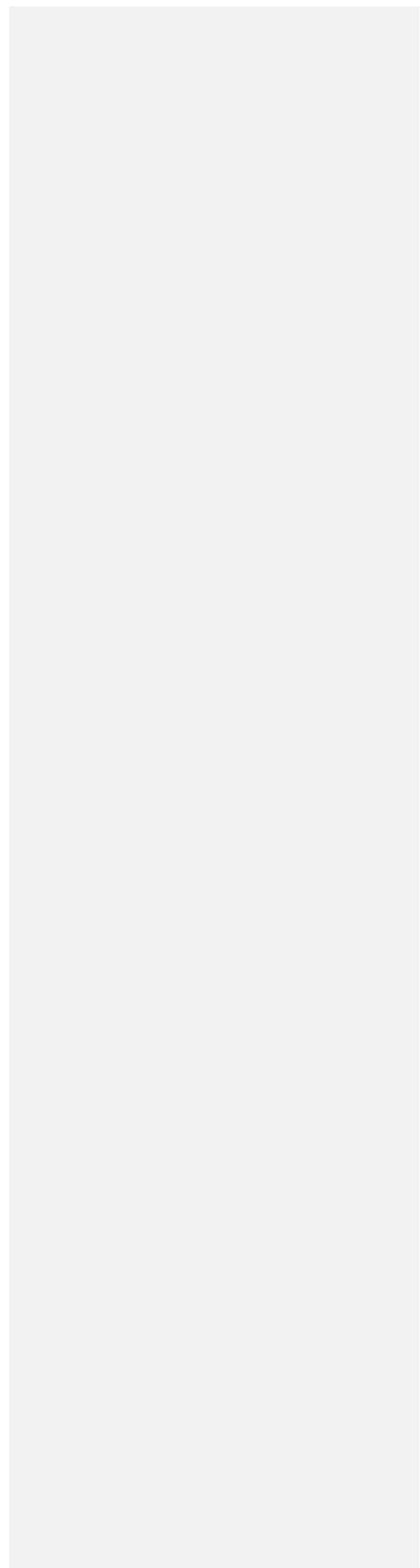
**Section 7.5. Accumulation.**

Vacation credit shall not be accumulated during any layoff period, nor shall vacation

credit be accumulated during an unpaid leave of absence.

**Section 7.6. City Emergency.**

In case of an emergency, the City Administrator or Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any officer from vacation in progress.



**ARTICLE VIII**  
**HOLIDAY AND PERSONAL TIME**

**Section 8.1. Holiday.**

The following ten (10) days are holidays with pay for all officers in the City service:

New Years Day	Labor Day
Presidents' Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day

**Section 8.2. Holiday Pay.**

Officers scheduled to work on a holiday shall do so. Any employee taking an unexcused absence on the day before or after a holiday shall not be paid for that holiday. All officers shall be guaranteed ten (10) paid holidays per year on the following basis:

- a. If an officer works on a holiday, either regularly scheduled hours or overtime, compensation will be at two (2) times the officer's hourly rate for each hour worked plus eight (8) hours pay for the holiday.
- b. If a holiday falls on an officer's regularly scheduled day off or vacation day, he will receive compensation equivalent to eight (8) hours at base rate pay in lieu of a day off.
- c. Officers assigned to the Administration Division (detective, school liaison, DARE, light duty) shall observe the City holiday schedule and shall receive paid days off on those dates.

**Section 8.3. Personal Days.**

All Officers shall receive two (2) personal days, which will not be deducted from that officer's sick leave bank. Any requests for personal leave must be approved at least 48 hours in advance and must not conflict with the manpower requirements of the Department. There shall be no carry-over of this benefit from year to year. If the personal days are not utilized by any covered Officer during any given year, then the unused personal days will be returned to that officer's sick leave bank.

**ARTICLE IX**  
**LEAVE OF ABSENCE**

**Section 9.1. Absence from Work.**

All absences from work must be reported to the Supervisor in charge prior to assigned working shift.

**Section 9.2. Sick Leave.**

Leave with pay is provided as a benefit in recognition that people do contract various illnesses from time-to-time, that their financial resources may be diminished in such instances, if pay is discontinued, and that it may not be in their best interest or health or the health of fellow Police Officers for them to work while sick.

Only full-time Police Officers shall be eligible for the paid sick leave benefit defined herein.

The Chief of Police may require any Police Officer to submit physician verification of an illness of three days or more.

Any absence due to illness must be reported to Police Officer's immediate supervisor not less than one (1) hour before the start of the day shift and not less than two (2) hours before the start of the afternoon shift and the midnight shift. A late report of illness may be accepted and approved by the Chief. A failure to properly report an illness shall be considered as absence without pay.

An officer shall be entitled to sick leave due to any of the following:

- a. Personal illness or physical incapacity;
- b. Quarantine of an employee by a physician;
- c. Illness or injury of an immediate family member of the employee (an immediate family member shall be a spouse, parent, child, brother, sister, mother-in-law and father-in-law);
- d. Maternity as directed by a physician; and
- e. Any purpose within the guidelines of the Family Medical Leave Act.

**Section 9.3. Sick Leave Accrual and Usage.**

The sick leave benefit shall be accrued at a rate of one calendar day for each full month of service, with a maximum of one hundred and fifty (150) days. Sick pay shall begin to accrue from the date of employment but shall not be taken until after six (6) months of employment. That sick time may be used in increments of at least one-half (½) day. Officers may transfer credit of earned sick days to another officer with the approval of the Chief of Police, such approval shall not be unreasonably withheld and shall be allowed under the following conditions:

| ~~1216:4~~ a) the affected officer has exhausted all of his own sick leave, and

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- b) the affected officer has a serious illness or injury as determined by the Chief or his designee.

Upon each five (5) consecutive years of perfect attendance, an employee shall be given a bonus of five (5) days salary. An employee shall be allowed up to five (5) excused absences during this period and still remain eligible for the bonus. Any transfer of sick day credit to another officer will not affect the eligibility for the bonus. The officer's date of hire anniversary is the start and finish date of the five (5) year periods.

Any Police Officer who retires from employment with the Darien Police Department after twenty (20) years of service shall be paid 50% one half (½) of his unused sick leave at his then current salary with a maximum payout of seventy-five (75) days.

The Chapter and the City shall agree upon the establishment of an account to permit the payout of sick time upon retirement into an account to pay for City Health insurance on a pre-tax status, per IRS regulations, to be established by the City.

**Section 9.4. Funeral Leave.**

Time lost from scheduled work due to a death in the Officer's immediate family shall be paid at the Officer's regular base rate. Such time off shall not exceed three (3) consecutive days, one of which days shall be the day of the funeral. The Officer must notify his immediate on-duty supervisor prior to taking any time off for funeral leave.

The immediate family is defined as a spouse, child (natural or adopted), mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle or grandparent, or any relative residing in the Officer's residence for at least ninety (90) days preceding death.

In the event of the death of a spouse, child or parent, the Officer may use up to two (2) of his accrued sick days to extend the funeral leave with approval of the Chief or his designee.

**Section 9.5. General Leave of Absence.**

A Police Officer, regardless of length of service or status, may be absent from work without pay and without losing fringe benefits for a period of thirty (30) days subject to written approval of Chief of Police. In no case shall benefits accrue to the Police Officer while he is on an extended leave of absence beyond thirty (30) days.

Unauthorized absence from work shall be caused for disciplinary action.

**Section 9.6. Military Leave.**

A full time Police Officer of the City shall be entitled to a military leave of absence without pay while serving with the Armed Forces of the United States. Such Police Officer

shall, upon honorable discharge from Military Service be returned to the same position or one of like seniority status and pay. Such person shall apply for re-employment within thirty (30) days after separation from active duty and shall report for work within sixty (60) days after separation from active duty. Should a Police Officer already on military leave voluntarily reenlist or voluntarily extend his or her period of military service, military leave for that Police Officer shall be terminated.

A Police Officer shall be entitled to military leave without pay as a member of an organized reserve unit of the Armed Forces of the United States should such unit be ordered to active duty in a time of National emergency or for training exercises. Such leave of absence for military reserve training exercises shall not exceed two (2) weeks in each calendar year without prior approval of the Chief of Police.

All military leave shall be subject to and in accordance with all applicable Federal Law and the Illinois Serviceman's Employment Tenure Act (Chap. 126 ½, Paragraph 32 et sec, Illinois Revised Statutes).

**Section 9.7. Jury Duty.**

Police Officers are granted regular compensation for their regular work days when serving on jury duty. Any compensation received as a result of servicing on Jury Duty shall be signed over to the City of Darien. Officers shall turn in notice of jury duty on the first working day scheduled after receipt of the notice to serve.

**Section 9.8. Maternity Leave.**

A pregnant Officer may work up until the birth of the baby as long as she has her physician's permission and as long as her condition does not interfere with her work. This permission must be in writing stating the date of beginning leave, and filed with Chief of Police. A pregnant Officer may use her sick leave, as for any illness, to give birth or she may take leave without pay if her sick leave, vacation and holidays are not available. Following the birth of the baby, the Officer shall return to work as soon as her physician's approval is obtained and is in a normal state of health such that she may carry a normal work load. Such approval should be in writing and filed with the Chief of Police of her intention to return.

**ARTICLE X**  
**EDUCATION BENEFITS**

**Section 10.1. On-Duty Training.**

Police Officers attending required training sessions away from the Police Department shall either be offered transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. An officer who attends a police related seminar, upon the direction of the Chief, on his own time will receive one (1) hour pay for each hour spent in said seminar. Officers attending training away from the department shall be compensated for travel time for all hours traveled in accordance with the agreement in APPENDIX D when the location of the training is outside the city limits of the City of Darien. Officers attending special schools or training academies outside of the City shall be allowed to utilize a police department squad, when available, for travel to and from the school or academy.

Police Officers attending training which is not required by the Department but at the request of the Police Officer shall do so on their own time and shall not be entitled to any compensatory time. It is also agreed that the transportation to and from these training sessions will be the officers responsibility, transportation may be provided utilizing a police department squad but only with permission of the Chief of Police.

**Section 10.2. Scheduling of On-Duty Training.**

All Police Officers assigned to in-house training shall be given notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for Officers covered herein, said Officers shall be given as much notice as possible as the City receives notice from the training facilities.

**Section 10.3. Educational Incentive.**

Any member covered by this Agreement with at least two (2) years full-time experience with the City who enrolls in an accredited course of studies, in a law enforcement related curriculum, Accounting, Business/Business Administration, Computers, Management, Finance, Public Administration, or Political Science, English, Foreign Language, or any other studies approved by the Chief shall have the tuition for such subjects or courses reimbursed in the following manner:

Grade of A or B - 50% reimbursement

Grade of C - 25% reimbursement

The maximum reimbursement is \$1,500.00 for the term of this contract.

All reimbursements to be made after completion of courses with no reimbursement for a grade less than C or failure to complete the course. The reimbursement maximum of \$1,500.00 for all grades received shall be the maximum benefit allowed for the term of this Agreement. Officers who seek reimbursement for a particular course must, prior to enrolling in said course, obtain the approval of the Chief that the course is eligible for reimbursement. In addition, any officer who does not remain in the employ of the City for at least two (2) years following the completion of the curriculum (except when terminated by the City for cause), shall reimburse the City's tuition expenditure.

**Section 10.4. Travel and Meeting Expense Allowances.**

The City shall, upon the Chief's approval, reimburse Police Officers for professional conferences and training seminars, providing such funds are available.

Conventions, seminars, workshops, and conferences, generally of a national scope or regional (multi-state), gathering of national groups may be attended by Officers if the gathering of national groups is specifically related to his technical area. In all cases, specific approval by the Chief of Police is necessary.

State-wide conventions, seminars, workshops and conferences may be attended by Officers or their specifically designated representatives.

Attendees may include Police Officers who can be shown to have an interest in the gathering which directly relates to his or her area of work with specific approval of the Chief of Police is necessary.

A Police Officer wishing to attend a conference or gathering at his expense must receive a specific approval of the Chief of Police to be away from his or her regular duties.

Any Police Officer attending any conferences, meeting, seminar or convention and being reimbursed by the City or on City payroll is expected to conduct themselves in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours. The Uniform and Appearance policy shall be applicable to training, meetings, conferences, etc. Unless required by the nature of the topic, full sweat suits are considered an inappropriate level of attire.

Any Police Officer attending any conference, meeting, seminar or convention and being reimbursed by the City is to submit paid receipts for reimbursable expenses. The City Treasurer will not reimburse expenses which are not documented or which are unreasonable.

**ARTICLE XI**  
**GRIEVANCE PROCEDURE**

**Section 11.1. Definition.**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Chapter against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. The parties agree that the discipline of oral or written reprimands shall be subject to the jurisdiction to the grievance procedure. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

A "grievance" is defined as a dispute or difference of opinion raised by an employee(s) or the Council against the City involving an alleged violation of an express provision of this Agreement. Any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Darien Police Commission ("Commission") shall not be considered a grievance under this Agreement except as provided below.

Discipline: the following procedures will apply only to those employees who have successfully completed the probationary period.

(a) All discipline involving suspensions without pay of five (5) days or less shall continue to be appealable solely to the Commission, provided that the Commission shall have no authority to increase the term of the suspension issued by the Chief. The City hereby abrogates the authority of the Commission to increase the term of the suspension imposed by the Chief.

(b) All discipline involving a proposed suspension of more than five (5) days, or proposed termination of non-probationary employees shall be appealable at the officer's<sup>ss2</sup> choice through this Agreement's grievance-arbitration procedure or through the Police Commission but not both. The officer's selection of one forum of review excludes the other. In order to exercise the grievance- arbitration procedure, the officer must send a "Notice of Election" in writing to the Police Chief within ten (10) calendar days after the disciplinary charges have been served upon the officer.

The "Notice of Election" must be accompanied by a written approval from the Metropolitan Alliance of Police (a "MAP-Approved Election"). In the event the officer fails to provide a Map-Approved Election within the required ten (10) calendar days, the discipline may only be determined by the Commission and may not be reviewed through the grievance-arbitration procedure.

(c) If the officer elects to have the discipline reviewed through the Agreement's Grievance Procedure, the Chief shall have the authority to implement the contemplated

discipline, and the matter shall proceed directly to STEP FOUR of the grievance process.-

(de) In the event a complaint or charge is brought to the Commission by a party other than the Chief, the Commission shall refer the matter to the Chief for his or her determination of appropriate discipline, if any, and any appeal of such discipline shall be appealed in the manner prescribed herein.

**STEP ONE:** The employee, with or without a Chapter representative, may take up a grievance with the employee's immediate supervisor within ten (10) calendar days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion. If the grievance is adjusted at Step One, the supervisor shall notify the Chief and Chapter representative in writing within ten (10) days thereafter the nature of the grievance and its resolution.

**STEP TWO:** If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Chapter to the Chief of Police within ten (10) calendar days following the receipt of the supervisor's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, his immediate supervisor or Shift Commander, and Chapter Representative within ten (10) calendar days after receipt of the grievance from the Chapter. The Chief of Police shall then render a decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting. The meeting referenced herein shall be scheduled on the affected officer's duty time or reasonably before or after the officer's regularly scheduled shift.

**STEP THREE:** If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Mayor or his designated representative within five (5) calendar days of the receipt from the Chief of Police his response to the Step Two procedure. A meeting shall be held at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor, or his designated representative, shall give the Chapter the Employer's answer within ten (10) calendar days following their meeting. The meeting referenced herein shall be scheduled on the affected officer's duty time or reasonably immediately before or after the affected officer's scheduled shift at a time mutually convenient with the Mayor.

**STEP FOUR:**

- a. If the Chapter is not satisfied with the decision of the Mayor, the Chapter may appeal the grievance to arbitration by notifying the Mayor in writing within ten (10) calendar days after receipt of the Mayor's response in Step 4. Grievances will not be submitted for arbitration unless it is sponsored or backed by the Chapter. Within ten (10) calendar days of receipt of such request the Chapter and the City shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS), if the Federal Mediation and Conciliation Services is unavailable or

unable to hear this dispute then the parties shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. If agreement cannot be reached in the selection of an arbitration service, the choice shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Chapter shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection subject to the reasonable availability of Chapter and City representatives.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and City representatives.

The City and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Both parties may retain the right to employ legal counsel.

- b. The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the City, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

#### **Section 11.2. Fees and Expenses of Arbitration.**

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the City and the Chapter provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the City) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

#### **Section 11.3. Forms.**

The City shall furnish mutually acceptable grievance forms which shall be used by both

parties.

**Section 11.4. General Rules.**

- a. Any decision not appealed by the employee or the Chapter as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Chapter and the City.
- b. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.
- c. No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

**Section 11.5. Notice of Union Representation.**

The Chapter shall certify to the City the names of those officers who are designated as representatives (stewards) for each shift and the Investigations Division. These officers shall be the only employees authorized to function as representatives/stewards on each respective shift and division, other than Chapter Executive Board members who are assigned to the respective shifts or Division.

**Section 11.6. Rights of Chapter.**

Nothing herein shall interfere with the rights of the Chapter as set forth in Section 6 (b) of the Act.

**ARTICLE XII**  
**NON-DISCRIMINATION**

**Section 12.1. Non-Discrimination.**

In accordance with applicable law both the City and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicaps.

The above section shall be subject to the grievance procedure up and through Step 3, but shall not be subject to arbitration under the grievance procedure.

**Section 12.2. Chapter Activity.**

The City and Chapter agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in, the Chapter.

**ARTICLE XIII**  
**DISCIPLINE**

**Section 13.1. Procedure of Discipline.**

If the City has reason to discipline an employee, it will make every effort to do so in a manner that will not unduly embarrass the employee before other fellow employees or members of the public.

When any complaint, whether anonymous or not, is made against an officer and said complaint is unfounded or not sustained no reference of this complaint shall be made to the City of Darien Board of Fire and Police Commissioners either verbally or in written form. Such complaint will not be used in the determination of promotions or assignments.

**Section 13.2. Jurisdiction of Police and Fire Commission.**

Disciplinary action or termination are subject to the jurisdiction of the ~~Board of Fire and Police Commissioners~~ according to the applicable State law, and as described within the grievance procedure. Notice of said disciplinary action shall be provided in writing to the employee. Nothing in the article, however, shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary officer the subject of a hearing before ~~the Board of Fire and Police Commissioners~~, or part of the Grievance Procedure.

**Section 13.3. Written Reprimand.**

In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee. The officer will be given the opportunity to submit his written response outlining his point of view in regards to the incident. The officer's written response will be attached to and remain part of the letter of reprimand as long as the reprimand remains in his/her file.

**Section 13.4. Purge of Personnel File.**

Any written reprimand shall be removed from the employee's record, if, from the date of the last reprimand, twelve (12) months have passed without the employee receiving an additional reprimand or discipline for the same or substantially similar offenses. Notwithstanding the above record of such discipline may be introduced when relevant at a disciplinary proceedings before the ~~Board of Fire and Police Commission~~ or disciplinary grievance.

**Section 13.5. Personnel File.**

The City agrees to abide by the lawful requirements of the "Access to Personnel Records Act," ~~Chapter 48, Article 2001 et seq. of the Illinois Revised Statutes.~~

**ARTICLE XIV**  
**INVESTIGATIONS CONCERNING OFFICERS**

**Section 14.1. Right to Investigate.**

The City agrees to abide by the lawful requirements of the Illinois Compiled Statutes, Illinois Peace Officers Disciplinary Act.

**ARTICLE XV**  
**HOSPITALIZATION, DENTAL, OPTICAL AND LIFE INSURANCE**

**Section 15.1. Hospitalization.**

The City shall continue to make available to all employees covered by this agreement health insurance substantially similar to the coverage which is currently in effect. The City shall continue to cover all Officers covered by this Agreement on its hospitalization and health program.

Contribution for medical insurance shall be as set forth herein:

Single coverage----- fifteen percent (15%) of total single premium  
Family coverage----- fifteen percent (15%) of total family premium

The above contribution shall not exceed that being paid by all other City employees. The City reserves the right to self-insure and to change insurers and health plans during the course of this Agreement so long as the benefits and coverage sought are substantially similar to those being currently offered. In the event the City changes coverage, all Officers will be covered to the same extent as all other City employees. If the City provides dental insurance to its other employees, it will offer the same program to bargaining unit members.

**Section 15.2. Life Insurance.**

The City shall supply each Officer with term life insurance with a face amount equal to the Officer's gross salary.

**Section 15.3. Continuation of Benefit.**

When an officer is killed in the line of duty, the City will pay the full premiums for the continuance of the then current health insurance for the spouse and minor children up to the age of 18 for 24 months following the death of the officer.

**Section 15.4. Wellness Program.**

The City will allow each officer a reimbursement for the expense of a general physical exam up to **\$75.00** per calendar year. The physical exams shall include but not be limited to chest x-rays, blood serum analysis and heart stress test or tread mill test and other such tests and exams which are deemed reasonable.

**Section 15.5. Death Benefits.**

The City agrees to pay to the surviving dependents of any officer killed in the line of duty a one time payment of Five Thousand dollars (\$5,000.00).

**ARTICLE XVI**  
**DISABILITY AND RETIREMENT BENEFITS**

**Section 16.1. Employee Disability.**

Any Patrol Officer who works full-time, non-retired and health insurance covered, who receives a sickness or injury and whose injury or sickness is not covered by Workman's Compensation shall be eligible for disability pay to the same extent that the City provides such benefits to non-bargaining union members.

**ARTICLE XVII**  
**UNIFORM BENEFITS**

**Section 17.1. Benefits.**

Each member of the Police Department, beginning with the Officers second year of service, shall receiving a clothing allowance in the following amounts:

2010-2011 \$650.00

2011-2012 \$650.00

2012-2013 \$700.00

2013-2014 \$700.00

~~2007-2008 \$650.00~~

~~2008-2009 \$650.00~~

~~2009-2010 \$650.00~~

Officers starting on the Police Department shall be equipped with uniforms and equipment by the City in accordance with the list described in APPENDIX C which is attached hereto and part of hereof. Equipment and uniforms issued to new officers will be returned to the City if the officer fails to complete eighteen (18) months of service with the City.

Each member of the Police Department assigned to the Detective Division shall be permitted to use their clothing allowance to purchase non-uniform items of clothing for use in their plainclothes assignment.

The City agrees to allow Officers to utilize their uniform allowance for the purchase of bullet proof kevlar vest and the purchase of on duty weapons and ammunition for same. Members are permitted to use their uniform allowance to purchase said items from an approved vendor without obtaining advance permission from the City, provided that the items purchased are authorized equipment. The City agrees that subsequent to the original purchase of a bullet proof kevlar vest by the Officers covered by this Agreement, the City agrees to replace said vest after five (5) years of continuous use at no cost to the Officer. The Chief of Police reserves the right to approve the vendors for replacement vests. The City agrees to a replacement schedule as outlined in the attached Exhibit B. It is further agreed that any unused uniform allowance will be carried over to the next fiscal year and combined with the allowance for that year. The parties agree that this Section does not abrogate the Officer's duty to keep his/her uniform in a condition acceptable to the Chief.

Personal property required to be carried on duty, such as a watch, glasses, etc. shall be repaired or replaced at a reasonable price in the event of damage pursuant to police effecting a lawful arrest or becoming involved in a physical confrontation with a subject.

**ARTICLE XVIII**  
**OFF DUTY EMPLOYMENT**

**Section 18.1. Employment Outside Department.**

The Chief of Police may restrict off duty employment in the best interest of department operations. Patrol Officers may be allowed to engage in off duty employment up to a maximum of twenty (20) hours per week, subject to the prior written approval of the Chief of Police or his designee.

**Section 18.2. Extra Duty Details.**

When the Department posts an extra duty detail, it will be filled by Officers on a first come first serve basis. Any requests of the Police Department for extra duty details will be forwarded to the Chapter Representative and the Chief of Police. Any Officer who accepts an extra duty assignment and later rejects or declines it is responsible for finding a replacement. Failure to do so will result in an Officer being ineligible for extra duty assignments for six (6) months. Any officer who works an extra duty detail shall be paid thirty dollars (\$30.00) per hour for all hours worked on the detail.

**ARTICLE XIX**  
**SENIORITY**

**Section 19.1. Seniority.**

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a Police Officer's length of continuous full-time service with the City since the Police Officer's last date of hire.

Unless otherwise stated herein, seniority of sergeants for the purpose of this Agreement shall be defined as a sergeants continuous full-time service in the rank of sergeant with the City. Should the situation arise when sergeants are promoted on the same date, then and only then shall seniority be redefined at the continuous length of service since the date of last hire with the City.

Regardless of date of hire, a sergeant is always considered senior to a patrolman.

**Section 19.2. Determination of Seniority.**

Seniority shall be determined by Police Officers length of service in the department. Time spent in the armed forces on military leave of absence and authorized leaves not to exceed thirty (30) days and time loss duty related disability shall be included.

**Section 19.3. Maintenance of Seniority List.**

A current and up-to-date seniority list showing the names and length of service of each Police Officer shall be maintained for inspection by members and shall be updated on a semiannual basis. This list is contained in Appendix B which is attached hereto and made part hereof.<sup>7</sup>

**Section 19.4. Forfeiture of Seniority.**

A Police Officer shall forfeit his seniority rights upon separation from services due to dismissal, layoff or retirement. Full seniority rights shall be reinstated provided that any officer, who has a break in service of more than one year, must successfully complete a retraining program prescribed and approved by the Chief of Police and at the City's expense and under the following conditions:

- a. A Police Officer retires due to a disability and is later certified by the Police Pension Board to be capable of resuming his duties and is returned to work by the Chief of Police.
- b. A Police Officer is dismissed and later reinstated by a Court of competent jurisdiction.
- c. A Police Officer is separated due to a lay off or reduction in force and is later reinstated under conditions provided in the Illinois Revised Statutes.

**ARTICLE XX**  
**BOARD OF POLICE COMMISSIONERS**

**Section 20.1. Board of Police Commissioners.**

The parties recognize that the City of Darien Board of Police Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations and impose disciplinary sanctions except as described within the Grievance Process of this Agreement. ~~Nothing in this Agreement is intended in any way to replace and diminish any such.~~

**ARTICLE XXI**  
**SAVINGS CLAUSE**

**Section 21.1. Savings Clause.**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the City and the Chapter agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XXII**  
**MAINTENANCE OF ECONOMIC BENEFITS**

**Section 22.1. Maintenance of Economic Benefits.**

All direct and substantial economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the City shall notify the Chapter of its intention to change them. Upon such notification and if requested by the Chapter, the City shall meet and discuss such change before it is finally implemented by the City. Any change made without such notice shall be considered temporary pending the completion of such meet and confer discussions. If the Chapter becomes aware of such a change and has not received notification from the City, the Chapter must notify the City within fourteen (14) days of the date the Chapter became aware of such change and request discussions or such inaction shall act as a waiver of the right to participate in such discussions by the Chapter. If no agreement is reached within thirty (30) calendar days after discussions begin, Chapter shall have the right to refer the dispute over the change for Arbitration as set forth in Section 1614 of the Illinois Public Relations Act; the parties agree that the City shall have the right to temporarily implement the change during the period of said bargaining and article of arbitration.

**ARTICLE XXIII**  
**ENTIRE AGREEMENT**

**Section 23.1. Entire Agreement.**

This Agreement constitutes the complete and entire Agreement between the parties and except as stated in Section 22.1 "Maintenance of Economic Benefits", concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Chapter specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

**Section 23.2. Ratification and Amendment.**

This Agreement shall become effective \_\_\_\_\_ day of \_\_\_\_\_, ~~\_\_\_\_\_~~ 2011 after having been ratified by the City Council and the Chapter and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**ARTICLE XXIV**  
**LIGHT DUTY**

**Section 24.1. Work Schedule for Light Duty.**

Any Officer who is injured or is otherwise unable to perform his full-time duty will be allowed, with a written physician's approval, the opportunity to work light duty, subject to the Chief's approval and in accordance with the needs of the Department, and according to the applicable departmental policy. The City and the Chapter agree that there shall be no pyramiding of benefits of light duty assignments with workmen's compensation or other disability benefits.

**ARTICLE XXV**  
**TERMINATION**

**Section 25.1. Termination.**

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, ~~20~~2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

The parties acknowledge an extensive bargaining history consisting of three (3) year collective bargaining agreements, and that the term of this Agreement is a non-precedential deviation from this bargaining history. The parties further acknowledge that they will not represent in a hearing, arbitration or any other legal proceeding that a four (4) year Agreement is the status quo or that it otherwise binds the parties to future agreements of this duration.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011~~0~~ = after being reviewed and approved by the Mayor and City Council.

METROPOLITAN ALLIANCE OF  
POLICE, DARIEN CHAPTER #48

CITY OF DARIEN

\_\_\_\_\_  
JOSEPH ANDALINA,  
President M.A.P.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President Darien Police Chapter

\_\_\_\_\_  
City of Darien

**APPENDIX A**

**Wage Schedule**

	<b>07-08</b>	<b>08-09</b>	<b>09-10</b>	<b>11/01/09 0.75% (patrol)</b>
	<b>3.40%</b>	<b>3.40%</b>	<b>3.94%</b>	
<b>starting</b>	<b>\$49,002.61</b>	<b>\$50,668.70</b>	<b>\$52,665.05</b>	<b>\$53,060.04</b>
<b>1-year</b>	<b>\$52,340.91</b>	<b>\$54,120.51</b>	<b>\$56,252.85</b>	<b>\$56,674.75</b>
<b>2-year</b>	<b>\$55,679.24</b>	<b>\$57,572.33</b>	<b>\$59,840.68</b>	<b>\$60,289.48</b>
<b>3-year</b>	<b>\$59,017.54</b>	<b>\$61,024.13</b>	<b>\$63,428.48</b>	<b>\$63,904.20</b>
<b>4-year</b>	<b>\$62,355.82</b>	<b>\$64,475.92</b>	<b>\$67,016.27</b>	<b>\$67,518.90</b>
<b>5-year</b>	<b>\$65,694.14</b>	<b>\$67,927.74</b>	<b>\$70,604.09</b>	<b>\$71,133.62</b>
<b>6-year</b>	<b>\$69,032.45</b>	<b>\$71,379.55</b>	<b>\$74,191.90</b>	<b>\$74,748.34</b>
<b>7-year</b>	<b>\$72,370.75</b>	<b>\$74,831.35</b>	<b>\$77,779.71</b>	<b>\$78,363.05</b>
<b>11-year</b>	<b>\$73,818.16</b>	<b>\$76,327.98</b>	<b>\$79,335.30</b>	<b>\$79,930.34</b>
<b>19-year</b>	<b>\$76,172.99</b>	<b>\$79,321.23</b>	<b>\$82,446.49</b>	<b>\$83,064.83</b>
<b>SGT &lt;5</b>	<b>\$89,256.63</b>	<b>\$92,291.01</b>	<b>\$95,927.28</b>	<b>\$95,927.28</b>
<b>SGT &gt;5</b>	<b>\$90,463.74</b>	<b>\$93,539.51</b>	<b>\$97,224.96</b>	<b>\$97,224.96</b>

Step	5/1/2009		5/1/2010		5/1/2011		5/1/2012		5/1/2013	
	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
% increase			2.25%		2.25%		2.50%		2.00%	
Start	\$25.51	\$53,060.04	\$26.08	\$54,253.89	\$26.67	\$55,474.60	\$27.34	\$56,861.47	\$27.88	\$57,998.70
1 Year	\$27.25	\$56,674.75	\$27.86	\$57,949.93	\$28.49	\$59,253.81	\$29.20	\$60,735.15	\$29.78	\$61,949.85
2 Years	\$28.99	\$60,289.48	\$29.64	\$61,645.99	\$30.30	\$63,033.03	\$31.06	\$64,608.85	\$31.68	\$65,901.03
3 Years	\$30.72	\$63,904.20	\$31.41	\$65,342.04	\$32.12	\$66,812.24	\$32.92	\$68,482.55	\$33.58	\$69,852.20
4 Years	\$32.46	\$67,518.90	\$33.19	\$69,038.08	\$33.94	\$70,591.43	\$34.79	\$72,356.22	\$35.48	\$73,803.34
5 Years	\$34.20	\$71,133.62	\$34.97	\$72,734.13	\$35.76	\$74,370.64	\$36.65	\$76,229.91	\$37.38	\$77,754.51
6 Years	\$35.94	\$74,748.34	\$36.75	\$76,430.18	\$37.57	\$78,149.86	\$38.51	\$80,103.60	\$39.28	\$81,705.68
7 Years	\$37.67	\$78,363.05	\$38.52	\$80,126.22	\$39.39	\$81,929.06	\$40.37	\$83,977.29	\$41.18	\$85,656.83
11 Years	\$38.43	\$79,930.31	\$39.29	\$81,728.74	\$40.18	\$83,567.64	\$41.18	\$85,656.83	\$42.00	\$87,369.97
19 Years	\$39.94	\$83,064.83	\$40.83	\$84,933.79	\$41.75	\$86,844.80	\$42.80	\$89,015.92	\$43.65	\$90,796.24
Sgt <5 yrs	\$46.12	\$95,927.28	\$47.16	\$98,085.64	\$48.22	\$100,292.57	\$49.42	\$102,799.89	\$50.41	\$104,855.88
Sgt >5 yrs	\$46.74	\$97,224.96	\$47.79	\$99,412.52	\$48.87	\$101,649.30	\$50.09	\$104,190.54	\$51.09	\$106,274.35

All above salaries shall be retroactive for all hours compensated from May 1, 2007~~10~~ and any retroactive pay earned as a result of the above increases in wages and other benefits shall be paid by the City to all covered employees for all hours compensated within ~~thirtyfourth~~ ~~fivethirty~~ (304530) days of the effective date of this agreement. The annual salary is calculated based upon 2080 hours.

**APPENDIX B  
SENIORITY LIST**

Rank	Officer	Hire Date	New Vest	Replacement
1	Stock, David	7/28/1988	2005 <u>10</u>	<a href="#">December 2015</a> <del>2010</del>
2	Foster, William	6/17/1991	2005 <u>10</u>	<a href="#">December 2015</a> <del>2010</del>
3	Bozek, Mark	7/18/1991	2000 <u>98</u>	<a href="#">January 2013</a>
4	Liska, Marina	1/23/1992	2000 <u>49</u>	<a href="#">June 2014</a> <del>2009</del>
5	Foyle-Price, Kara	4/12/1995	2005 <u>10</u>	<a href="#">December 2015</a> <del>2010</del>
6	Greenaberg, William	1/11/1996	2005 <u>10</u>	<a href="#">December 2015</a> <del>2010</del>
7	Murphy, James	12/29/1997	2005 <u>10</u>	<a href="#">December 2015</a> <del>2010</del>
8	Liss, Steven	8/4/1998	2000 <u>49</u>	<a href="#">June 2014</a> <del>2009</del>
9	Stutte, Richard	9/17/1998	2000 <u>49</u>	<a href="#">June 2014</a> <del>2009</del>
10	Kosieniak, Geoff	9/28/1999	2000 <u>49</u>	<a href="#">June 2014</a> <del>2009</del>
11	Hellmann, Rick	9/27/2000	2005 <u>09</u>	<a href="#">June 2014</a> <del>2010</del>
12	Yeo, Kevin	7/10/2001	2005 <u>10</u>	<a href="#">December 2015</a> <del>2010</del>
13	Glomb, Brette	9/27/2001	2005 <u>10</u>	<a href="#">December 2015</a> <del>2010</del>
14	Norton, Jason	9/27/2001	2005 <u>10</u>	<a href="#">December 2015</a> <del>2010</del>
15	Lorek, Michael	9/27/2001	2000 <u>49</u>	<a href="#">June 2014</a> <del>2009</del>
16	Bischoff, Brian	1/9/2002	2005 <u>11</u>	<a href="#">February 2016</a> <del>2010</del>
17	Skweres, Nicholas	9/25/2002	2005 <u>10</u>	<a href="#">December 2015</a> <del>2010</del>
18	Simek, Jeff	9/25/2002	2005 <u>10</u>	<a href="#">December 2015</a> <del>2010</del>
19	Hruby, Anton	8/18/2004	2000 <u>49</u>	<a href="#">June 2014</a> <del>2009</del>
20	Renner, Lauren	11/20/2004	2000 <u>49</u>	<a href="#">June 2014</a> <del>2009</del>
21	DeyYong, Owen	9/7/2005	2005 <u>10</u>	<a href="#">December 2015</a> <del>2010</del>
22	Zimmy, Jennifer	1/03/2007	2007	<a href="#">February 2012</a>
23	Rumick, Douglas	9/10/2008	2008	<a href="#">December 2013</a>
24	<a href="#">Jump, John A.</a>	<a href="#">3/25/2009</a>	2009	<a href="#">April 2014</a>
25	<a href="#">Keough, Keith E.</a>	<a href="#">3/25/2009</a>	2009	<a href="#">April 2014</a>
26	<a href="#">Milazzo, David M.</a>	<a href="#">12/8/2010</a>		2014

Rank	Sergeant	Hire Date	Promotion	New Vest	Replacement
1	Cheasure, Gregory	10/2/1986	5/10/1996	2001 <u>05</u>	<a href="#">December 2015</a> <del>2010</del>
2	Borsilli, James	9/1/1988	7/15/2002	2004	<a href="#">April 2009</a> <del>2009</del>
3	Piccoli, Gerald	8/2/1985	11/4/2002	2000 <u>49</u>	<a href="#">June 2014</a> <del>2009</del>

4	Reed, Steven	11/10/1978	1/19/2004	200 <del>2</del> <u>9</u>	<u>June 2014</u> <del>2007</del>
5	Rentka, Edward	8/20/1993	5/3/2004	200 <del>5</del> <u>10</u>	<u>December 2015</u> <del>2010</del>
6	Topel, James	3/15/1985	7/14/2005	200 <del>4</del> <u>9</u>	<u>June 2014</u> <del>2009</del>
7	Campo, Michael	4/22/1984	12/15/2008	200 <del>4</del> <u>9</u>	<u>June 2014</u> <del>2009</del>

Any officer ineligible for a vest under a prior agreement shall be now eligible with the understanding that said vest shall be worn.

## **APPENDIX C**

### **ISSUED EQUIPMENT**

The following equipment will be issued by the City to officers starting on the Darien Police Department.

5 long sleeve uniform shirts  
5 short sleeve uniform shirts  
5 pairs uniform trousers  
1 pair black uniform shoes or boots  
3 uniform hats (seasonal)  
3 ties  
1 tie bar  
3 name plates  
1 uniform leather or goretex jacket  
1 Lightweight jacket  
1 raincoat and hat cover  
Gunbelt  
Holster  
Handcuffs and handcuff case  
Keepers  
Magazine pouch  
A.S.P. and Holder  
Flashlight  
Flashlight holder  
Key holder  
Reflective traffic vest  
Metal ticket book cover  
Pepper Spray and Carrier  
**Ballistic Vest**  
**Glove Pouch**  
**Taser Holster**

**APPENDIX D**

**LOCAL TRAINING SESSION/TRAVEL TIME AND COMPENSATION GUIDELINES**

**In order to implement Section 10.1 of the Collective Bargaining Agreement between the City of Darien and MAP Chapter No. 48, the following guidelines will be observed:**

- | ~~1216:0:~~1. When an officer drives to a seminar directly from his home, he will be compensated for the time spent in excess of his normal commute to the Police Department. For example, if the officer's normal travel time to work is one-half hour, and the drive from his house to the training facility takes one hour and fifteen minutes, the officer will be compensated for forty-five minutes of travel time both to and from the assignment.
  
- | ~~1432:0:~~2. If the officer's total time at the seminar (including lunch and breaks) plus the increased travel time is less than or equal to eight hours, the officer will receive eight hours pay. For example, assume the travel time described above. The seminar runs from 9:00 a.m. to 3:00 p.m. including a one hour lunch break. Since the officer's actual hours worked (one and one-half hours additional travel time plus 6 hours seminar attendance) is less than eight hours, the officer will receive eight hours pay for the day.
  
- | ~~1648:0:~~3. If the time spent at the seminar (including lunch and breaks) plus the additional travel time exceeds eight hours, then the officer will be paid overtime for hours in excess of eight. For example, assume the travel time above and a seminar beginning at 8:00 a.m. and ending at 4:00 p.m. The officer worked 9 and one-half hours (one and one-half hour additional travel time plus eight hours actual training time). In that case, the officer will receive eight hours straight pay and one and one-half hours overtime.

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**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT AND RELATED CONVEYANCING DOCUMENTS WITH CHASE BANK (FORMER SHELL GAS STATION/75TH AND CASS)**

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

**THIS 21<sup>st</sup> DAY OF NOVEMBER, 2011**

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Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this \_\_\_ day of \_\_\_\_\_, 2011.

**AN ORDINANCE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT AND RELATED CONVEYANCING DOCUMENTS WITH CHASE BANK (FORMER SHELL GAS STATION/75<sup>TH</sup> AND CASS)**

**WHEREAS, the City of Darien has embarked upon a long term Business District redevelopment project**

for that area of the City generally located on the east side of Cass Avenue between 75<sup>th</sup> Street on the north and Plainfield Road on the south; and

**WHEREAS**, to that end, the City has acquired three parcels of property, including the former Shell Gas Station located at 75<sup>th</sup> Street and Cass Avenue; the Heritage Plaza Retail Shopping Area; and the former BP Amoco Station at Cass Avenue and Plainfield Road; and

**WHEREAS**, the City has received an offer to purchase the former Shell Gas Station property from Chase Bank; and

**WHEREAS**, the Mayor and City Council have reviewed the offer and believe that the best interests of the City, as well as the sound redevelopment of the area described above will be furthered by way of the sale of this property to Chase Bank for construction of a new banking facility thereon;

**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: Approval.** The City Council hereby approves of a Purchase and Sale Agreement (“Agreement”) between the City and Chase Bank, substantially in the form attached to this approval ordinance as “Exhibit A”.

**Section 2: Authorization.** The Mayor and Clerk are hereby authorized and directed to execute and attest to the Agreement.

**Section 3: 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 21<sup>st</sup> day of November, 2011.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**,  
this 21<sup>st</sup> day of November, 2011.

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KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

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JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY