

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

June 16, 2014

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – **3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18**).
6. Approval of Minutes — [June 2, 2014](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Mayoral Proclamation "[Hank Anzelone Day](#)" (June 16, 2014)
 - B. Darien Chamber Update
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department Report — [2 Year](#)
 - B. Police Department Monthly Report — [May 2014](#)
 - C. Report — [Website Survey Results](#)
12. Treasurer's Report
 - A. Warrant Number — [14-15-03](#)
13. Standing Committee Reports
14. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
15. Old Business
16. Consent Agenda
17. New Business
 - A. Consideration of a Motion to Approve [a Resolution Authorizing the Mayor to Contract with Enviro Test/Perry Laboratories, Inc.](#) for the 2014 Chemical/Radiological/LT2 Water Sampling Program in the Amount of \$8,918.00
 - B. Consideration of a Motion to Approve [a Resolution Authorizing an Amendment to Exhibit D \(Post Closing Development Agreement\) of the Purchase and Sale Agreement Between the City of Darien and Darien Pointe, LLC](#)
18. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:06 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE JUNE 2, 2014 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:26 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

JUNE 2, 2014

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

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

Absent: Sylvia McIvor

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

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

8. **MAYOR'S REPORT**

A. MAYORAL PROCLAMATION – “EISENHOWER JUNIOR HIGH SYMPHONIC BAND DAY” (JUNE 2, 2014)

Mayor Weaver read into the record a Mayoral Proclamation declaring June 2, 2014 as Eisenhower Junior High Symphonic Band Day in the City of Darien.

Band Director Matthew Janus thanked Mayor Weaver and the City Council for the honor, and expressed gratitude to the wonderful students for their hard work.

B. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF WAYNE SCHARNAK TO THE BOARD OF FIRE AND POLICE COMMISSIONERS

It was moved by Alderman Marchese and seconded by Alderman Belczak to approve the reappointment of Wayne Scharnak to the Board of Fire and Police Commissioners.

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

Nays: None

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Wayne Scharnak.

C. Jim Pine of Chuck's Southern Comforts Café provided an update on his Darien business. He explained the need for an electronic sign, which would eliminate the need for banners.

9. **CITY CLERK'S REPORT**

There was no report.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Chief Brown provided the following update:

- Played a video taken from a private home surveillance camera that showed an attempted burglary. The resident was watching the live video and called police who apprehended the offender. Sergeant Cheure provided a report of the investigation and the implication of the offender in three other burglaries. Sergeant Cheure stressed the importance of private surveillance cameras and urged residents who have the systems to register them with Darien's Crime Analyst, Stacy Sherman.
- Played a video regarding Human Trafficking; he attended a forum hosted by Congressman Roskam. Chief Brown spoke of enforcement programs, particularly "Stop It."
- Completed an analysis of thefts at Hinsdale South High School, and is working with school officials and the Student Resource Officer to tighten controls over unsecured items.
- Working with Clare Bongiovanni, Darien Chamber of Commerce, to develop a retail theft prevention seminar.
- Completing an analysis of a developing robbery pattern along with neighboring jurisdictions.
- Based upon the efforts of the Task Force, the Department of Justice has awarded the City of Darien nearly \$100,000 in forfeited funds.
- The firearms simulator is fully operational and is being utilized.
- An internet/technology campaign is being initiated to keep residents informed of pertinent information.
- The detective unit is currently investigating 51 open criminal investigations. This unit also coordinates many of the crime prevention strategies implemented by the Patrol Unit.
- A new promotional exam for sergeants to fill a vacancy will be administered on August 1. A new test for entry patrol positions will be administered on August 23.
- Noise complaints should be directed to 911 for enforcement of City Codes.
- Reviewed tips on preventing burglaries to home, vehicle, self, and child safety.
- Reviewed the 4th Period 2014 Offense and Incident Report, the Crime Type Summary, the Activity Statistics, Arrest Statistics, Productivity Statistics and Community Engagement for the period April 7, 2014 through May 4, 2014.

Chief Brown responded to questions from the City Council.

12. **TREASURER'S REPORT**

A. **WARRANT NUMBER 13-14-26**

It was moved by Alderman Kenny and seconded by Alderman Beilke to approve payment of Warrant Number 13-14-26 in the amount of \$31,083.45 from the enumerated funds.

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

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

B. WARRANT NUMBER 14-15-02

It was moved by Alderman Seifert and seconded by Alderman Schauer to approve payment of Warrant Number 14-15-02 in the amount of \$457,717.06 from the enumerated funds; and \$496,157.35 from payroll funds for the periods ending 05/15/14 and 5/29/14; for a total to be approved of \$953,874.41.

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

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

13. **STANDING COMMITTEE REPORTS**

Municipal Services Committee — Chairman Marchese announced the minutes of the April 28, 2014 meeting of the Municipal Services Committee were submitted to the Clerk’s office. He advised the next meeting is scheduled for June 23, 2014 at 6:30 P.M. in the Council Chambers.

Administrative/Finance Committee – Chairman Schauer announced that the next meeting of the Administrative/Finance Committee is scheduled for July 7, 2014 at 6:00 P.M. in the upstairs conference room.

Police Committee – Administrator Vana announced the next meeting of the Police Committee is scheduled for June 16, 2014 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no old business.

16. **CONSENT AGENDA**

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

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

- A. **ORDINANCE NO. O-18-14** **AN ORDINANCE APPROVING A VARIATION TO THE DARIEN SIGN CODE (PZC 2014-02: CHUCK'S SOUTHERN COMFORTS CAFÉ AND BANQUETS, 8025 CASS AVENUE)**

- B. **RESOLUTION NO. R-79-14** **A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE INSTALLATION OF A STORM SEWER AT 7302 CAPITOL DRIVE AND 7306 CAPITOL DRIVE**

- C. **RESOLUTION NO. R-80-14** **A RESOLUTION APPROVING THE PLAT OF DRAINAGE EASEMENT FOR THE INSTALLATION OF A STORM SEWER AT 7318 CAPITOL DRIVE AND 7317 SUNRISE AVENUE**

- D. **RESOLUTION NO. R-81-14** **A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PROFESSIONAL SERVICES RELATED TO THE KENTWOOD COURT BRIDGE REPAIRS IN AN AMOUNT NOT TO EXCEED \$19,900.00**

- E. RESOLUTION NO. R-82-14 A RESOLUTION TO ENTER INTO A CONTRACT AGREEMENT WITH MORTON SALT FOR THE PURCHASE OF ROCK SALT IN AN AMOUNT NOT TO EXCEED \$241,821.32
- F. RESOLUTION NO. R-83-14 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT FOR ROCK SALT
- G. RESOLUTION NO. R-84-14 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66 FOR ROCK SALT
- H. RESOLUTION NO. R-85-14 A RESOLUTION ACCEPTING A PROPOSAL FROM AUTO TRUCK GROUP FOR THE PURCHASE OF A SERVICE BODY EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS FOR THE 2014 INTERNATIONAL 7400 SFA 4X2 CAB & CHASSIS, UNIT 103 IN THE AMOUNT OF \$64,288.00

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

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

17. **NEW BUSINESS**

There was no new business.

18. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

Alderman Beilke announced that the deadline to participate in the July 4 parade is June 30, 2014. She invited Ward 2 residents to attend a Town Hall Meeting at Indian Prairie Public Library on July 22, 2014.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:38 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 06-02-14. Minutes of 06-02-14 CCM.

Mayoral Proclamation

Whereas, Hank and Linda Anzelone have been residents of Westmont since 1968; and

Whereas, Hank and Linda have four children and three grandchildren; and

Whereas, Hank Anzelone is retired from United Airlines; and

Whereas, Hank Anzelone is a parishioner of Holy Trinity Church in Westmont; and

Whereas, Hank Anzelone serves the church in various capacities: Eucharistic Minister, Parish Council Member, Worship Committee Member, Religious Education RCIA, Parish Outreach, Chairperson of Heart of the Christ Organization; Holy Trinity Manna Program, and Parish Building Fund (where he helped raise \$4.3 million); and

Whereas, Hank Anzelone actively serves the following organizations: Special Events Volunteer for Taste of Westmont; Junior Achievement; Westmont Park District Bidy Basketball Coach and T Ball Coach; Community Unit School District #201 Crafts Instructor; Boy Scout Glass Blowing Instructor; and Knights of Columbus Grand Knight of St. John's Council #3785; and

Whereas, Hank Anzelone has served as Site Coordinator for the Peoples Resource Center since 2002; and

Whereas, as Site Coordinator, Hank Anzelone seeks out potential donors, recruits and trains volunteers, coordinates deliveries and donations, schedules workers, works within the goal of the Peoples Resource Center to serve the community with a “neighbor to neighbor” philosophy; and

Mayoral Proclamation

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Whereas, The Peoples Resource Center and Hank Anzelone serve over 1,000 families in need from Westmont and surrounding communities, and nearly 33,000 DuPage residents rely on the Peoples Resource Center for help and assistance; and

Whereas, Hank Anzelone was nominated for a 2014 Knights of Columbus Master Knight Award; and

Whereas, Hank Anzelone received the Westmont Rotary Club Paul Harris Fellowship recognition; and

Whereas, Hank Anzelone was Westmont's 2012 Citizen of the Year; and

Whereas, Hank Anzelone is the first recipient of the Darien Lions Humanitarian Award.

NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim June 16, 2014 as

Hank Anzelone Day

in the City of Darien and recognize his many contributions to church and community.

In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City Of Darien.

DONE, this sixteenth day of June Two-Thousand Fourteen.

Kathleen Moesle Weaver, Mayor

Attest:

JoAnne E. Ragona, City Clerk

CITY OF DARIEN

Memorandum

TO: Mayor, City Council, City Clerk, City Treasurer, City Administrator
FROM: Ernest Brown, Police Chief
DATE: June 10, 2014
RE: 2 Year Report

In November 2011 I assumed command of the Darien Police Department. During those early days I conducted a cursory assessment of the department. That assessment revealed a department that was capable of response, courteous to the public, adept at interactions with the public and had recently successfully investigated the tragic Kramer homicide.

During the 2012 goal setting session I provided an in-depth review of the department. That review led to substantial organization changes based on modern police management practices. Organizational change takes from five to eight years to fully implement and can be a daunting task.

The Police Committee requested me to prepare a report that summarizes the status of the department and the changes that have taken place since I began as Chief. It is my hope that this report will describe the changes and explain why they were necessary. One thing that should be clear is that the changes are all interwoven into a plan to which creates a new and better police service delivery model. A model that better serves the public, uses industry wide best practices, and better prepares the officers for service and leadership well into the future.

This report is presented with narrative and statistical information and includes the following categories:

- Data/Intelligence
- Management Principles and Accountability
- Analyzing Crime and Investigations
- Technology
- Firearms Training
- Community Engagement
- Auxiliary Police

This report will be presented to the Police Committee at its June 16, 2014 meeting. I will also summarize the report at the June 16, 2014 Council meeting.

DARIEN POLICE DEPARTMENT

A TWO YEAR SUMMARY



TWO YEAR MANAGEMENT REPORT

Data/Intelligence Model

The first step in looking at how police services are delivered is to examine the available data. In our case, we had to develop the data and a means of mining it for our use. The purpose in looking at the data is to establish benchmarks that will aid in the department's ability to make sound management decisions about every aspect of police operations. The practice of looking at data and making decisions based upon data is not dissimilar to what goes on in business throughout the corporate world. It is only recently, within the last fifteen years or so that the use of data has become increasingly present in law enforcement decision making. Prior to November of 2011, the data was either not available or not used in the manner that it is currently being used by the Darien Police Department.

The first look at data involved looking at the call volume of 911 calls received by the Darien Police Department. Table #1 shows the historical data of calls dating back to 2011. The 2011 call volume is unavailable, because in 2011 the City of Darien migrated to a regional Call taking/dispatch center (DuComm).

TABLE #1

911 CALLS	2011	2012	2013	2014
TOTAL	Unavailable	7029	6550	1976
TOTAL TIME	Unavailable	111,712.2	308,254	106,474.7
IN HOURS	Unavailable	1,861.9	5,137	1,774.6

Table #1 above reflects 911 calls received. At this point it is important to make a language distinction. All police activity is recorded under a CFS (Call for Service). Every call for service is assigned an event number. The event number becomes the internal identifier that distinguishes one event from another. However, it is important to note the source of the incident. The source indicates how/where the event number was originated. Some events originate from a 911 call by a citizen. Other events are self-generated by the officers. Table #1 ONLY indicates 911 calls received at the dispatch center as a result of a 911 call. The next table, Table #2 below, shows the calls that are self-initiated by officers.

TABLE # 2 - DISCRETIONARY EVENT/TIME TOTALS

Discretionary	2011	2012	2013	2014
Event Count	NA	15,711	13,439	6,668
Hours	NA	4,008.9	9,278.9	4,911.6
Null Beats	NA	7,829*	1,711	

Policing is a service industry, one of and maybe the most important services that we render are the response to 911 calls for service. They are important because a 911 call is a reflection of both citizen demand and citizen expectation. Equally as important to understanding the volume of 911 calls is the understanding of self-generated event activity. Self-generated activity is self-explanatory because by its name it indicates that it was generated based upon the officer's initiative. It is also important because it is largely discretionary and identifies activity conducted by an officer when there is no demand on the officer's time from a citizen based 911 calls. This time is known as discretionary time. Table #2 reflects the discretionary time expended.

In that there is no demand or immediate expectation on the part of the citizenry, management has the ability to direct how, where and when this time is spent. Therefore, establishing how much discretionary time is at an officer's disposal is very important. The use of this data and some other data resulted in an analysis of workload.

The workload analysis examines the available work hours compared against demand (911) hours. In other words, how many possible hours an officer works during a given time frame, contrasted against the portion of those hours for which a demand is made, either by training or a 911 call. In the case of the Darien Police Department, it is the number of hours available contrasted against the amount of time expended in response to and duty related work associated with a 911 response.

The next examination of data involved the distribution of 911 calls. In viewing call distribution there are two values that must be evaluated, in terms of time of day and geographic location of occurrence. The first view is the time of day distribution based upon shift. It is critical in terms of allocating resources for managers to know when the demand for police services is greatest, because it is at that point that the presence of police officers should also be the greatest. Tables #4 and #5 below provide a wider understanding of what time of day that 911 calls are occurring and as such, when the demand for police services is the greatest. For the manager, recognizing the time of day when demand is greatest MUST lead to the reallocation of resources to where they are needed most at the time they are most needed.

TABLE #3 - CALL DISTRIBUTION

SHIFT	2011	2012	2013	2014
DAYS	NA	2772	2594	805
AFTERNOONS	NA	3177	3022	868
MIDNIGHTS	NA	1080	934	303
MINI-MIDNIGHT	NA	502	365	127
TOTALS	NA	7029	6550	1976

In examining Table #3 above, we see that in 2011 the call distribution data in terms of time of day was not available. In 2012 and 2013 we can see that the pattern or trend remains

consistent in that, the afternoon shift (3:00 p.m.-11:00 p.m.) consistently received the highest number of calls. It is equally clear that the day shift (7:00 a.m.-3:00 p.m.) received the second highest number of 911 calls. It is also apparent that the trend realized in the two prior years is continuing in 2014. The calculations for 2014 were completed at the end of April, if these numbers were extrapolated to the end of the year, the trend would continue in the same manner as prior years.

NOTE: WHEN LOOKING AT THE FIGURES AND SUMS IN TABLE #3, THE MINI-MIDNIGHTS RAW NUMBERS ARE ALREADY INCLUDED IN THE MIDNIGHT SHIFT NUMBERS AND THEREFORE ARE NOT ADDED TO THE TOTALS.

TABLE #4 - CALL PERCENTAGES

SHIFT	2011	2012	2013	2014
DAYS	NA	39.4%	39.6%	40.7%
AFTERNOONS	NA	45.2%	46.1%	44.0%
MIDNIGHTS	NA	15.3%	14.2%	15.3%
MINI MIDNIGHT	NA	7.1%	5.5%	6.4%

By also looking at the percentages of 911 calls for each of the shifts, we are able to determine that the trend in the proportion of calls to each shift also remains consistent throughout the time frame. It should also be noted that there was a 5.5% decline in 911 call volume from 2012 to 2013. We will determine at the end of 2014 if that trend also continues.

The second manner of assessing 911 call distribution is examining how 911 calls are distributed throughout the City. As managers, we need to know what beats are most active for 911 calls. It is through understanding these numbers that we are able to determine the location of directed patrols, crime prevention and detection mission, and how to otherwise identify and direct discretionary activity of the officers on a given shift. Table #6 below provides the raw data for that decision making process. However, the raw numbers when viewed annually don't underscore the decision making that takes place at the management level on a day to day, week to week basis because those numbers may change and require changes in management decision in order to address crime and call trends.

TABLE #5 - 911 CALL DISTRIBUTIONS BY BEAT

BEAT	2011	2012	2013	2014
1	NA	2183	2161	584
2	NA	1699	1693	539
3	NA	2944	2686	806
NULL	NA	203	10	47
TOTAL	NA	7029	6550	1976

One of the keys in understanding the best manner in which to allocate resources is knowing where and when the demand is greatest. Once gained, that understanding should lead to the application of resources where they are needed or likely to be needed the most, and directing those resources to engage in those activities most likely to prevent crime and chronic disorder and simultaneously address the needs of the citizens of Darien.

TABLE#6 - WORKLOAD COMPARISON

Categories	2011	2012	2013	2014
Total 911 Hours	NA	1,861.8	5,137.5	1,774.5
Total Self-Gen	NA	4,008.9	9,278.9	4,911.9
Training in Hours	3,807.75	3,832.2	5,763.6	3,468.7
Total Allocated	NA	9,702.9	20,180	10,155.1
Total Work Hours		39,585	39,585	TBD
Total Unallocated	NA	29,882.1	19,405	TBD

The figures above related to total hours worked are based upon the following:

- For 2012 and 2013, I used 21 sworn personnel and multiplied that number times 1,885 hours.
- Hours for total hours, was calculated by including times for multiple dispatches.
- 1885 hours is 7.25 hours per day/20 days per police period and 13 police periods.
- Sergeants were not considered in this calculation, nor were detectives or Task Force officers.

What is most telling about the figures in Table #7 is the data categorized as *unallocated*. This is the amount of time available for the command staff to manage and direct officer activity toward preventing those activities that threaten or compromise the safety and security of the citizens of Darien. With 30,000 hours per year to manage, it bodes well for our ability to continue to drive crime and disorder lower and create a continuum of safety in Darien. The other critical metric identified in Table #7 is the continued and growing commitment to training. As you can see, the amount of time expended on training has continued to grow each year. In looking at the figures for this year and expanding them out to year's end, we will likely exceed last year by a significant number. Managing time, especially discretionary time, allows for increased capacity for proactive policing, community engagement and interaction, crime prevention training and enhanced ability to manage crime.

Management Model

The management model is based upon the concept that as managers, we have the capacity and responsibility to manage all of the resources entrusted to us by the public. Beyond acquisition and use of data, one of the more significant organizational changes is represented by the

management model. That model seeks to redefine the role of Sergeants, not so much as supervisors, but as managers of all department resources assigned to them. This change in philosophy makes sense, because it is the Sergeant who is the “boots on the ground” manager and face of the Command Staff when the Chief and Deputy Chief have left for the day. It is the Sergeant that oversees the day to day inner workings of the shift that he is assigned to.

With that process in mind, the Sergeant is asked to manage, not just have oversight for; the vehicles, the manpower, the detectives, resource distribution, scheduling* vehicle up keep, task readiness of employees, and training just to name a few. This expanded role also comes with expanded expectations and expanded accountability. To better clarify the distinction between managing and supervising; a supervisor ensures that an individual shows up at work, the manager ensures that the work that the individual does is consistent with the goals and objectives established for the agency.

One other component of the management model is the discussion of a concept known as ROI, or **Return On Investment**. Essentially, this concept examines the relationship between benefit to the City, department, and citizenry when weighed against the commitment of resources. To be clear, the ROI does not necessarily examine an economic return or benefit. The ROI may, in fact, assess the benefit in terms of social, human or crime prevention benefit for engaging in a particular law enforcement activity. One area where this question recently arose was the idea of overweight truck enforcement. This enforcement activity is fairly labor intensive, discretionary by nature and since most of the roads are county roads and not Darien roadways, and because the citizens of Darien derive little direct benefit from this activity, we took a hard look at overweight truck enforcement. The first part of the assessment involved the benefit, which was entirely economic. Enforcement activity in this area had paid for the purchase price of the scales during the life of the program, and in some cases met the overtime expended on the effort. The analysis of ROI, however goes much deeper. The following questions were asked as part of that analysis:

- What is the benefit to the city of Darien, especially if we look beyond the economics related to enforcement?
- Are there other discretionary activities that the officers could engage in that would be more beneficial to the citizens of Darien or the social fiber of our City?
- What are those activities; community engagement, residential burglary prevention, prevention efforts aimed at damage to property, burglary to motor vehicle prevention just to list a few.
- Is there going to be a negative impact related to eliminating overweight truck enforcement?

Based upon the examination of ROI for the overweight truck enforcement, it was determined that we would cease overweight truck enforcement and apply that discretionary time to other areas. In addition to burglary prevention and other activities, human trafficking is an area that clearly has a larger social impact, does impact our community and from an economic perspective would be far more beneficial.

Accountability Model

Once Sergeants have been given managerial responsibility and authority, they will also have shared or group accountability. So I seek their input in terms of them setting goals and objectives and expecting those goals to be met go hand in hand with the redefined managerial roles. The Sergeant now becomes accountable for managing the overtime on his shift, crime and disorder conditions, implementing strategies to detect and prevent crime, problem solving, and in the future, developing his own strategies based upon problem solving and community engagement to address crime and disorder problems before they arise. Nowhere do the management and accountability models link themselves any more than in the area of scheduling. A look at the data reveals that there are definitive differences between the volumes of demand on different shifts. This distinction in demand has remained consistent and required the manager to re-think the notion of scheduling. It had to change for scheduling based upon balance and what may happen, to an idea based upon what is most likely to occur based upon historical data.

Crime Prevention Model

The overarching theory and theme of the crime prevention model is that if an event is predictable, then it is preventable. Here is where the data comes in in crime prevention; data identifies the patterns that make events predictable. The manager in turn makes decisions about resource allocation and scheduling and thus makes those predictable events preventable. The secondary theme is that by examining crime data and seeking out a causal relationship if the relationship can be identified then it lends itself to some predictability and as such some level of preventability. We have used this theory early on when looking at fireworks calls, problems at the Darien Community Park, Problems at McDonald's, asking the various other agencies that host events to provide us with calendars of events to allow us to prepare more efficiently.

The acquisition of data led to a number of management decisions:

- Determination of how many 911 calls were received and handled by officers.
- How much time was expended by those calls?
- How much time was being spent on discretionary activity and the types of activity being engaged in by officers?
- How much free time was available for allocation or reallocation?
- Where the bulk of 911 calls were originating (what shift) and how to allocate officers to different shifts in order to meet the demands of different shifts.
- Which beats were receiving the most calls, which led to determination on how to distribute officer patrol times on beats?
- In addition, it also revealed what types of activities were most problematic and identified alternatives to previously engaged in activities.
- The determination on how best to manage nuisance calls such as fireworks during the 4th of July weekend.

- Allowed management to determine that would, could and should assign an officer to Darien Community Park, thereby eliminating a crime and disorder problem there.
- Assisted management in identifying the balloon effect when the park district officer's presence displaced crime and disorder activity in the park and resulted in the activity moving to McDonalds.
- Led to identifying where and who the most active burglary to motor vehicle offenders were resulting in a 40+% decline in burglaries to motor vehicles.
- Led to a careful analysis of residential burglaries causing us to initiate an anti-burglary campaign. Both projects were embraced in tandem with Darien citizens.
- The acquisitions of large amounts of raw data that needed to be turned into actionable intelligence warranted the addition of a Crime Analyst.

Crime Analyst

A Crime Analyst is a specially trained department member who is tasked with converting raw data into actionable intelligence. By tapping into existing resources within the records section of the Darien Police Department, we were able to hire a Crime Analyst without increasing the budget. In addition to a large number of other duties, the Crime Analyst has had an impact and continues to grow in an array of the following areas:

- Collaborating with other departments to identify crime trends and then publishing the results.
- Identifying crime trends in retail outlets.
- Identifying crime trends within Hinsdale South High School.
- Working with adult and juvenile probation and parole and identifying dangerous parolees being released to Darien, exacting geographic restrictions on known offenders known to be actively engaged in criminal behavior in Darien.
- Working with landlords groups to identify problem tenants.
- Disseminating crime alerts and crime patterns.

This process is very much an on-going work. Despite that fact we have seen early success and we expect even loftier success to result from this endeavor. Please see Table #7 below for an examination of crime trends and the success of our initiatives thus far. To be sure, the success is not a victory, but it is a credit to the Deputy Chief for helping create strategies, the Sergeants who ultimately implement and manage them, the citizens of Darien who work with us and heed the barrage of alerts and crime tips that we publish. In other words, successfully combatting crime is a success for everyone.

TABLE #8 -CRIMES

Category	2011	2012	2013	2014
Robbery	1	3	3	4
Res Burglary	27	28	30	1
Burglary	31	39	30	6
Domestic Battery	39	54	52	17
Theft Under	88	86	88	35
Theft Over	35	41	44	14
Criminal Sex. Asst.	3	2	5	0
Battery	49	32	32	15
BMV	106	80	44	15
Criminal Damage	95	165	68	7
Disorderly Conduct	58	54	56	14
Total	532	584	452	128

A look at Table #7 reveals the crime decreases that clearly show the amount of scrutiny and attention that has been given those issues and proves, beyond a doubt, that the crime prevention theory is true. The other issues reflected in decreases in certain crime categories are directly related to the management and reallocation of discretionary time.

Investigations

Under the auspices of the investigations section, are three active criminal investigators consisting of two Detectives and a Sergeant who actively engage in follow-up investigations on criminal cases reported to the Darien Police Department. Also included in Detectives, is the Crime Analyst, School Resource Officer and now a Darien officer assigned to a Federal drug task force.

In 2011, there were three active investigators and a Sergeant assigned to the Detective Unit. The School Resource Officer was managed by the Detective Sergeant, but during the time he was not assigned to the High School he engaged in patrol duties.

Due to the unique nature of the follow-up investigative duties of the unit, data used to examine Detective Section functions was markedly different than the metrics used for patrol officers. In that instance management looked as factors such as:

- Case Loads, how many open and active investigations did an investigator have.
- Clearance rate, a calculation based upon the number of total cases investigated and the number of cases closed by arrest and prosecution or an exceptional clearance.
- The length of time between when a case report was taken and when it was assigned to an investigator. This factor has been shown to have a direct impact on the solvability of a case.
- The amount of time a case remained open and under investigation.
- Investigative practices used.
- How was evidence handled in the property room?

In looking at this information, such as clearance rates, there are examinations on national clearance rates that are used to compare detective efficacy. We also looked at some practices that were not taking place, but should have and implemented those. Please see below some of the decisions that resulted from the examination of the Detective Section:

- The removal of the third detective and assigning him to the Federal task force.
- The task force officer has participated in the seizure of over 2 million dollars and the Darien Police Department has received over \$100,000.00 due to those efforts, monies that we would not otherwise have been awarded.
- Changed the way cases are classified.
- Eliminated the way certain cases were classified.
- Implementing the use of gun-shot residue tests for cases involving discharge of a firearm.
- The need to remodel and update our property control room to ensure its continued integrity.
- Hiring a part time property control officer without increasing police budget.

Technology/Liability Model

Likely, the greatest concern for a Mayor, City Administrator or body of elected officials consisting of a city council or village board, must be liability. In light of the fact that the police department comprises a significant portion of the City's overall budget, and constitutionally are allowed to exercise decision making over freedom and are duly authorized to use force, it should be a concern. We have taken a proactive approach in terms of liability and are seeking to integrate technology in an effort to mitigate liability. Below are some examples of the effort:

Firearms/Range

- Eliminated the practice of returning an officer to street duty who failed to meet basic qualification criteria on the range.
- Integrated a fully defensible judgment based training program that includes after action debriefing for officers involved in a shooting. We accomplished this goal through the acquisition of a firearms simulator that places officers in a variety of situations designed to challenge and improve judgment. This is one critical area of litigation where many cities have faced hefty judgments without such training.

- Created an inventory system for ammunition to track on going use after each live fire shoot, giving us the ability to measure live fire efficacy and place ammunition orders based upon need. This practice allowed us to trim a substantial amount from our budget request this year.

Another area that is certain to cause a department significant economic strain is a mandate requiring federal intervention by way of consent decrees. The areas of department management most often cited is the complaint and disciplinary process, inconsistency in discipline and failing to have an early warning system related to inappropriate employee behaviors. We have addressed this in a multi-tiered strategy:

- Implemented a complaint and disciplinary process that requires every complaint to be logged, even if it need not be investigated.
- Established an investigative process that follows set guidelines on how an investigation should occur.
- Obtained tracking software (Guardian Tracking) that provides an early warning system for inappropriate behavior. The system also allows offices to see entries made to their files by management. The process will also aid in the implementation of the performance evaluation system and we fully expect to provide our offices with the first performance evaluations at the end of this year (2014).
- We have a fully operational “in-car” camera system that records activity engaged in by officers.
- We are looking at the effects of fatigue on officer efficiency, traffic crashes involving department vehicles.
- We have streamlined the traffic crash review process, assigning responsibility and making determinations about the officer’s responsibility in such crashes and requiring disciplinary action where appropriate.
- We have requested budgetary approval to update our evidence and property room with a state of the art remodel and by placing bar coding and RFID (Radio Frequency identification) technology to more accurately track the movement of evidence and property.
- Another area where we are seeking to mitigate liability in decision making is the review process for solicitor applications. The process involves a background check of the firm and individual seeking the solicitor permit. The requestor is required to provide a telephone number of the company. Currently, even if there are no detractors in the requestor’s background, the application request is rejected unless the telephone numbers provided can be directly connected to a local business within Darien or one of the surrounding jurisdictions. It is the belief that in providing an approval, the police department has tacitly sanctioned the notion that the individual is who he/she claims to be. If we cannot confirm all such data, the application is rejected.

COMMUNITY ENGAGEMENT MODEL

Community engagement is best defined as the manner in which the police department interfaces with the community. Our current model is essentially a precursor of a community

policing service delivery model. The community policing service delivery model involves three substantive changes in the way that we have provided service in the past:

- The use of data in management decision making.
- Redefining the relationship between the police department and the community.
- Redefining the idea of what the professional traits are that make for a well-rounded police officer.

In enumerating each of these paradigm shifts, let's see how we are changing:

- We have already seen how the use of data both frames and drives our management decision in terms of resource allocation and use of discretionary time to prevent crime.
- We want to redefine our relationship with the public by focusing on an enhanced sharing of information which leads to an informed and thus empowered community. We will take some giant strides in this direction with the newest crime mapping product. The new product which is underway now will allow each resident to identify an area around their homes and receive alerts of specific types of crime via an e-mail notification.
- What we have already commenced is community education programs and crime tips through the monthly newsletter, flyers and door hangers. These informational resources have discussed protection against and prevention of burglary to the motor vehicle, residential burglary, locker thefts at HSHS, and the dangers of fireworks.
- We also anticipate enhancing communication through regular community meetings that are established based upon beats where the community and the police officers will sit and discuss problems of crime and chronic disorder.
- We will also be seeking problem solving training for our community stakeholders.
- Last, and certainly not least, we will be continuing to establish citizen led subcommittees that will aid the department in coping with such critical issues as violence against women (criminal sexual assault and domestic violence) and elder services.
- We will also continue forging relationships with local retail merchants and multi-unit apartment complex managers, as well as with the local schools.

In redefining the metrics for our officers we have looked at what, in the past, constituted a good police officer; tactical readiness, crime identification, making arrests, response to 911 or radio assignments. The missing component here is the interweaving of community policing into every aspect of the department. The idea of tactically prepared police officers who are fully engaged on a professional level, are not mutually exclusive. What we have done and will do are:

- Transition the single point of contact into an entire department of officers who are willing, capable and comfortable in delivering presentations, speeches and walking the beat exchanging information and conversation with Darien residents and visitors.
- Problem solving training for the officers. Such training creates proactivity rather than reactivity.

The use of Auxiliary Police Officers has long been a part of the Darien Police department fiber. One of the ideas that came as a result of mining data was the following questions:

1. How could we begin to reduce the administrative burdens on responsibilities for sergeants and free them to engage in more field duties?
2. What were the tasks that the Auxiliary Officers engaged in?
3. How could they be utilized more efficiently?

The result of the evaluation revealed that our Sergeants are required to expend a large amount of time engaging in administrative duty. It also showed that the Auxiliary Officers engage in quite a few tasks that frees both officers, and could potentially free supervisors, from administrative duty. Finally, it showed that the volunteer cadre of Auxiliary Officers could be utilized more efficiently by assigning them to a Sergeant. The following changes are underway as it pertains to Auxiliary Officers:

- We hired five additional Auxiliary Officers bringing our full complement to nine officers.
- We created a training program to ensure that they are properly trained.
- Once trained, each Sergeant will have one Auxiliary Officer assigned and will be tasked with administrative duties as the Sergeant deems appropriate.

TABLE # 9

Tasks that we current do or plan on engaging in:

CATEGORY	OLD	NEW
School Visitation	X	X
Top 20 Offenders		X
Fireworks Flyers		X
Burglary Door Hangers		X
BMV Hangers		X
Darien Community Park		X
Retail Theft Seminar		X
Crime Analysis HSHS		X
Elder Services Officers		X
Graffiti Initiative*		X
Monthly Newsletter		X
E-Mail Initiative**		X
McDonald's Collaboration		X
Collaborate w/IDOC		X
Video Surveillance Registry		X
Change in Badge Placing		X

Hair Follicle Testing	X
Elderly Service Officers	X
Regular Property Manager's meetings	X

*In conjunction with Public Works-Dan Gombac

**In conjunction with all three school districts

In summary, organizational change, at its best is a daunting process. It is filled with natural human resistance and requires a great deal of soul searching by all involved. The men and women of the Darien Police Department are law enforcement professionals who seek to do the best job possible for the citizens of Darien. With that in mind, I am comfortable that we are headed in the proper direction and will in time achieve the changes that will prepare us for any eventuality, and guide us into the future of law enforcement.

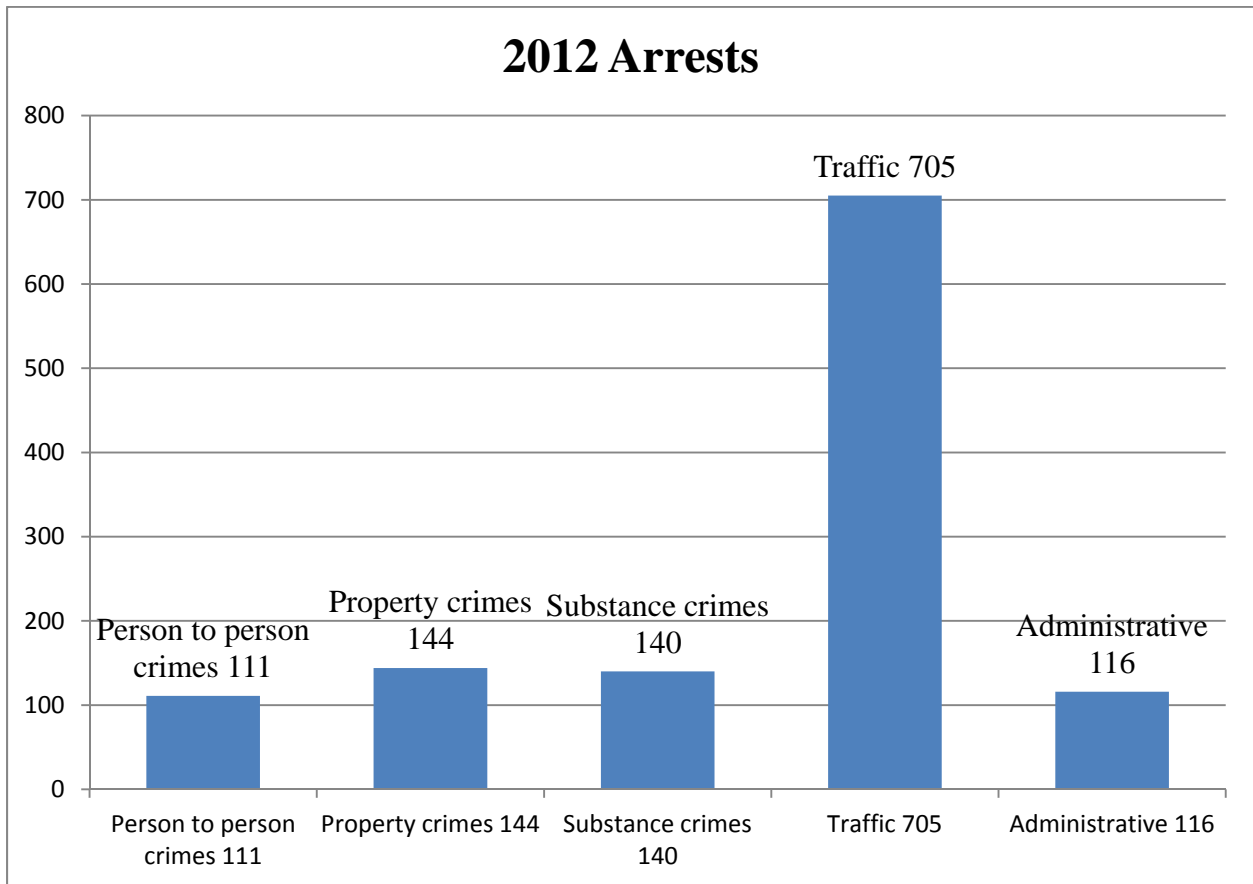
A significant step we have undertaken beyond the other changes is to expand the horizons of our officers and Command Staff through exposure to global police culture rather than just DuPage County. What is evident is that the strategies that we are implementing and forge, and the organizational changes that we are engaged in are not limited in scope, but such strategies are being used, developed or implemented by police departments across the globe.

- Rotate attendance at the International Association of Chiefs of Police conference so that the Chief or Deputy Chief attends with one of the shift commanders (Sergeants).
- Recently sponsored a table at the Chicago Police Department's 53rd Annual Recognition Ceremony, three Sergeants attended.
- Using local corporate training programs so that the department management practices and principles are not all unique to police work, but accepted management practices for any type or sized organization.
- Sent officers for terrorism training in Socorro, New Mexico. The training was provided by the Department of Homeland Security and the Department incurred no charge, but the officers described the course content as valuable.
- Command staff attended a (compstat) management and accountability meeting in Chicago.
- Continuing to send officers to the IDEOA Illinois Drug Enforcement Offices Association Conference, ITOA, Illinois tactical officers Association.

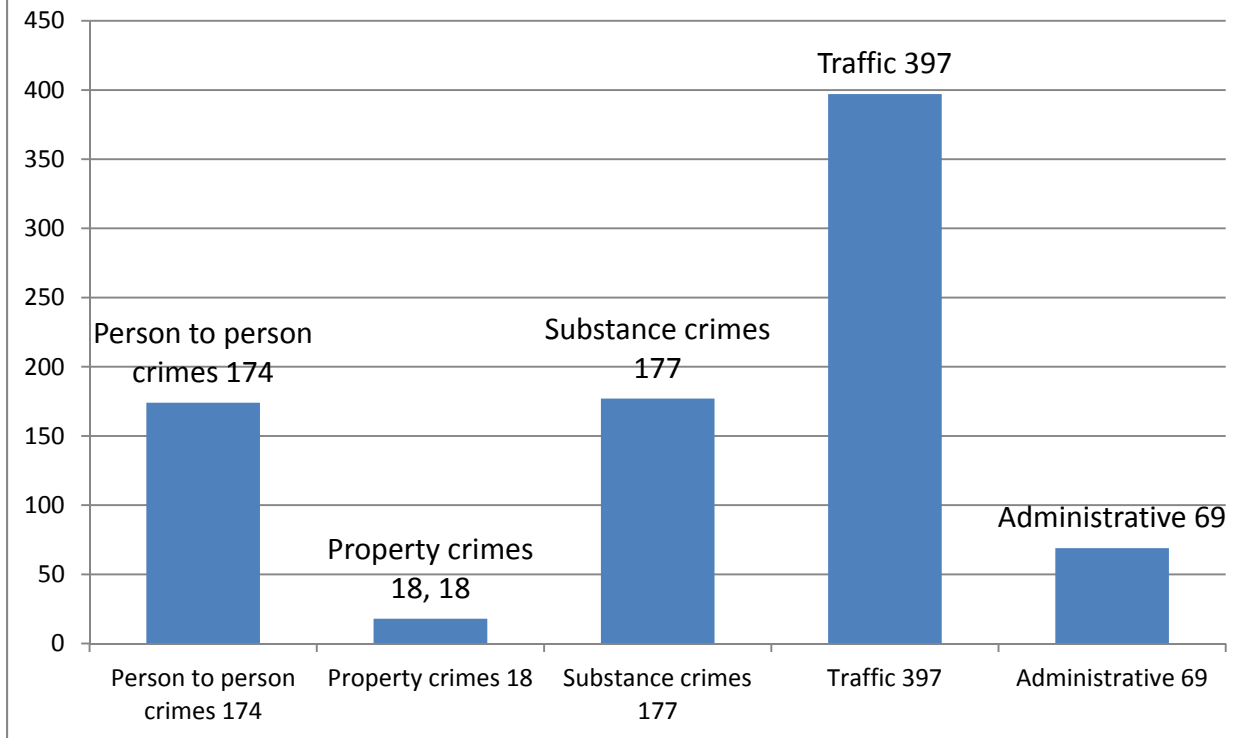
The process of organizational change is one that is evolutionary in that it continues to evolve. In that when we complete one set of goals and objectives, we will be identifying new objectives to achieve, with the goal of creating the best police service delivery model to the citizens, continuing to reduce, eliminate or displace crime and chronic disorder and in the process creating the best trained most professional police department in the United States of America.

As I close in on the anniversary of my third year of having the privilege of serving the citizens of Darien, I would like to see the change in management that we are currently engaged in continue. I am more than confident, first, that this is the correct pathway and second, with perseverance and commitment we can change an already good police department into one that is great.

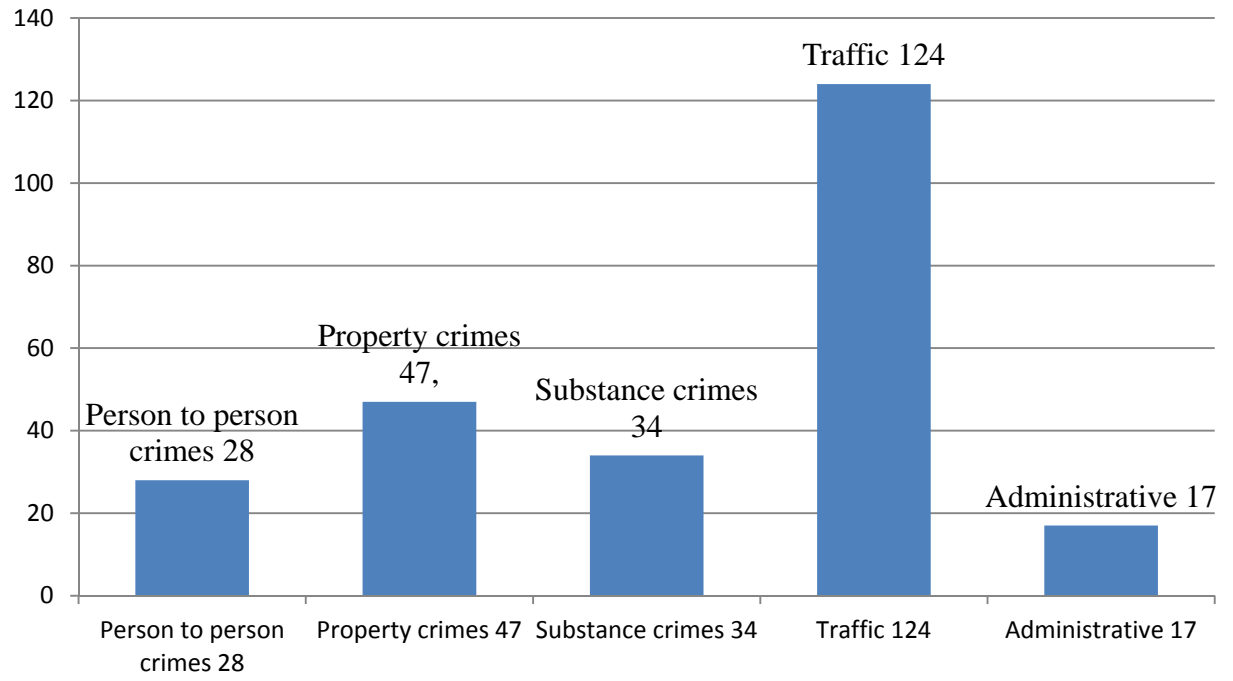
ADDENDUM

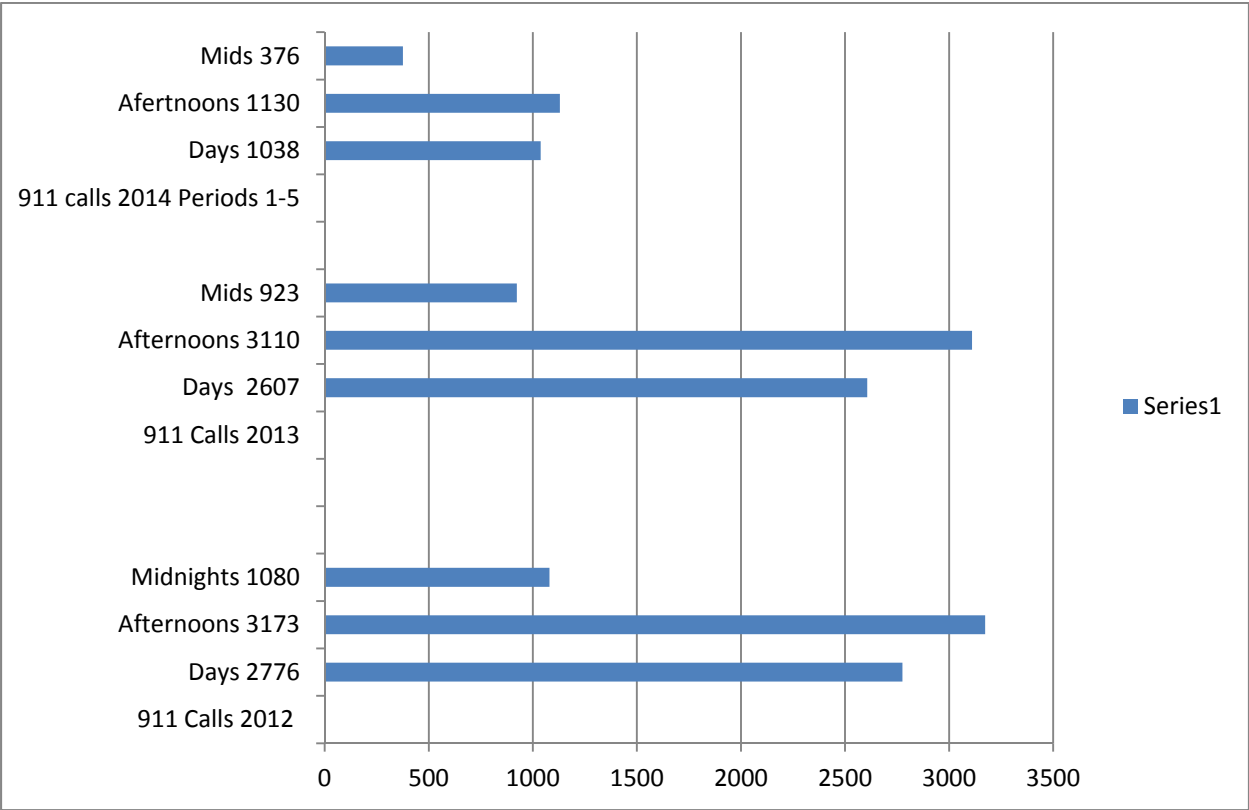


2013 Arrests



2014 Arrests





CITY OF DARIEN

Police Department

POLICE PERIOD REPORT

May 2014

May 5, 2014 thru June 1, 2014

Professionalism

Integrity

Respect

Compassion

Inside This Issue

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DEPARTMENT HIGHLIGHTS

May 2014

END OF SCHOOL MEETING

The Administrative Staffs of Darien schools met with Chief Brown at the police department to discuss many end of year issues. The purpose for this meeting was to discuss the first school year transition away from D.A.R.E and to determine if there were other areas that the department could offer the schools in terms of presentations or presenting different law enforcement based information. Most of the school officials were pleased with the presence, but added that the officers could be more engaging. I advised that this area of police work is a work in progress and we would continue to hone our department-wide skills in that area. The meeting was also used as a forum to discuss the theft issue at HSHS and provided us an opportunity to meet Stephanie Palmer, the new Principle.

Finally, the Darien Police Department has been seeking to enhance its outreach capability to our citizens. As a result of the meeting, all three school districts offered to use their respective e-mail blast systems to aid in the process.

With the assistance of Sergeant Gerry Piccoli, who is our emergency preparedness liaison, all of the required schools have completed their state required Lock-Down drills and are in compliance. The police department is working with the schools to reduce thefts. Much was learned by both schools and the police department at this meeting.

UPCOMING RETAIL THEFT SEMINAR

On June 16th at 1:00 p.m. there will be a seminar for Darien retails stores to discuss retail theft and how to reduce it.

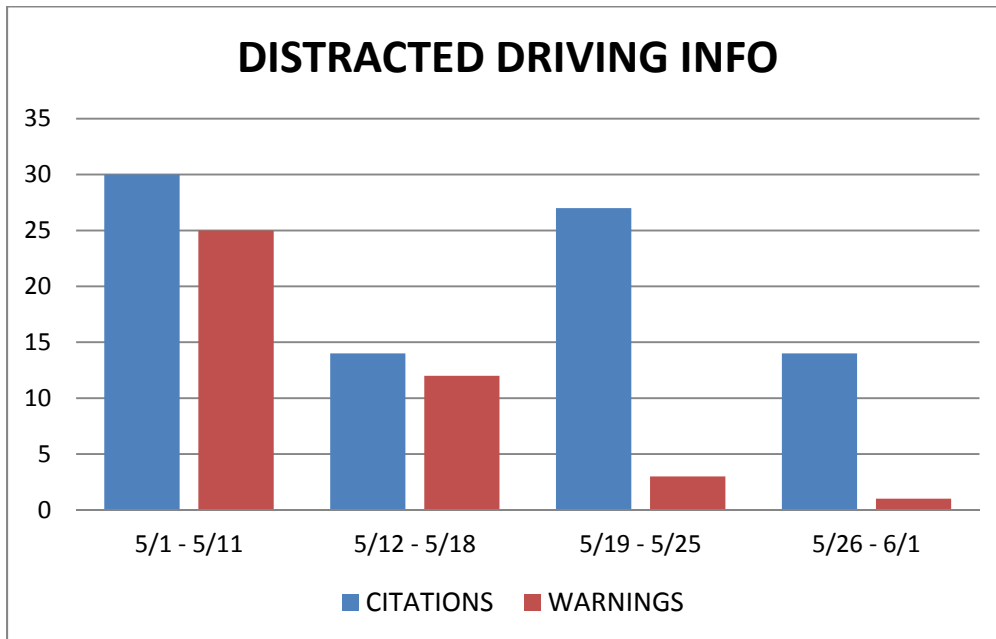
SURVEILLANCE CAMERA REGISTRY

Last month we began a surveillance camera registry. The idea behind this registry was to create a force multiplier in terms of opportunities to catch offenders in the act of committing a crime through the use of video surveillance systems that are owned by private citizens or commercial camera systems. The way the registry works is that anyone wishing to participate and register their camera, would contact the Darien Police Department's Crime Analyst, Stacy Sherman. Stacy can be reached via email at Ssherman@darienil.gov, or via telephone at 630-353-8145 to register your surveillance system. Logistically, if a crime occurs at or near your residence or place of business and your surveillance system is registered, the Darien Police Department would ask to view your tape and or copy it depending on the evidentiary value.

DISTRACTED DRIVING TICKETS

Several weeks ago we asked our shift managers to develop a strategy designed to enhance the enforcement of distracted driving, (driving while using electronic devices) and other forms of distracted driving. The basis of the decision was because research has revealed that a significant portion of traffic accidents are the result of distracted driving. A new law requires all cellular devices to be hands free. The results of the initiative are below:

	CITATIONS	WARNINGS
5/1 - 5/11	30	25
5/12 - 5/18	14	12
5/19 - 5/25	27	3
5/26 - 6/1	14	1



AWARD FOR OUR OFFICERS

On Saturday, May 31, 2014, three of our officers were recognized by the Dar-Wood Fire Department with a life-saving award. The three officers arrived on the scene of an individual who was not breathing and administered medical attention until fire service personnel arrived. The victim made a full recovery and was released from the hospital. At the 19th Annual Recognition Ceremony and Family Outing, the three officers were recognized with certificates. The three honorees were; Sergeant Steve Liss, Police Officer David Milazzo, and Police Officer Kevin Yeo. A Darien Police Department award will shortly follow.

PUBLIC STORAGE ISSUE

There have been a number of thefts at the “Public Storage” storage facility along Frontage Road in Darien. Our detectives have followed up on a number of thefts and burglaries at this location. As part of the Darien Police Department’s on-going effort at preventing crime and providing our officers with the maximum opportunity to solve a crime if it occurs, we are making efforts to work with Public Storage at a corporate level to assist us through the installation of cameras and requesting photo-identification from storage renters and then retaining an informational file on the renter. We will keep you updated on the process.

DELIVERY AND RETROFFITING OF NEW K9 VEHICLE

As most of you may recall, last year we enlisted a new canine and appointed a new canine handler. Shortly after joining Officer Tony Hruby with his canine partner “NIKO”, it became apparent that the older canine vehicles would not serve the best interests of the citizens, the canine program or the new canine. The department requested, and was granted, funding to purchase a new canine vehicle. During the middle of May we took delivery on that vehicle and it is now in the process of being retrofitted with the canine cage and other law enforcement equipment as necessary.

CRIME PREVENTION AND DETECTION:

Ruse Burglars Return to Darien – 2 WITHIN MONTH

Burglary, like most of the crimes that we see, can be prevented. Burglary is opportunistic, but it is not random. What that means is that a thief or burglary to motor vehicle offender will seize an opportunity to enter your vehicle or steal property, but to be clear; the target was a location or vehicle that was vulnerable at the time. With residential ruse burglars, they target residences where they believe a vulnerable victim can be found. As citizens, we create the opportunity when we don't make their efforts as difficult as possible. We must remember that the same attributes of safety and security that cause residents to find Darien attractive, also make it attractive to the criminals. As residents we tend to believe that we are safe, so we don't lock doors or secure windows, or we will leave valuables unattended or in plain view. The criminal preys on that sense of security and will use every opportunity to take advantage

DETECTIVE UNIT:

The Detective Unit is currently investigating forty four active criminal cases ranging from illegal identity theft to residential burglary. There are roughly seven cases at the crime lab pending analysis for a variety of offenses. The detectives are also receiving additional quotes on the technology for the redesign of the evidence room. More updates to follow as the process moves forward

SAFETY TIPS

Police Work in Darien:

- May 7th Involuntary Committal. A violent male in his twenties who was threatening to hurt himself and others had to be Tasered and forcibly restrained for transport to the hospital. During the incident two officers were injured.
- May 11th Domestic. A violent domestic between husband and wife occurred. The wife was stabbed repeatedly with a fork. The husband was located the following day and arrested for domestic battery.
- May 16th Criminal Damage/Hate Crime. Rear of buildings and City signs were spray painted with race based graffiti at 737 Plainfield, Jewel Plaza and Bentley/Chestnut.
- May 17th Residential Burglary. Officers Rumick, Foyle-Price, Lorek, Murphy and Liska received a call of a burglary in progress at 6900 Brookbank. Officers located a male juvenile in the area with burglary tools. A search of the juvenile's home turned up proceeds from at least two other residential burglaries from the previous week. The juvenile was charged with the burglaries.

May 20th Flooding. A severe rain storm that dropped almost three inches of rain in a short time flooded many areas of the City. Officers responded to numerous calls regarding the flooding.

DUI – A single car crash in the 7800 block of Cass damaged an electrical pole, knocked out power and damaged a fence and shed. The driver was arrested and charged with DUI.

Ruse Burglary. Elderly females at Holly Avenue and Honey Locust Lane allowed a male who identified himself as a City worker into their homes. While the male kept the elderly females occupied, another person entered the residence and stole jewelry and cash.

CITIZEN TIPS

Gun Safety:

With the passing of the concealed carry law in Illinois, it will slightly change gun ownership and in-home handling. We will migrate from event-based ownership to an everyday ownership of weapons. In other words, prior to the concealed carry for most of us, we kept our guns locked up until we were ready to go hunting or to the firing range. With concealed carry and the tendency for guns to be readily at hand, there could be a tendency to be less vigilant about security. Safety is always important, but even more so if there are children in the home.

- Always secure firearms, in a safe or with a trigger or other locking device in place
- Never leave firearms unattended
- If your children are visiting friends or neighbors, you should inquire as to whether there is a weapon in the home and if so, how is it secured

Talking to Kids About Gun Safety -

Teach kids to follow these rules if they come into contact with a gun:

- stop what they're doing
- Do not touch the gun
- Leave the area where the gun is
- Tell an adult right away

It's particularly important for kids to leave the area to avoid being harmed by someone who doesn't know not to touch the gun. A child as young as 3 has the finger strength to pull a trigger. It's also important for kids to tell an adult about a gun that's been found.

If You Have a Gun in Your Home

Many kids are raised with guns in the home, particularly if hunting is a part of family recreation. If you keep a gun in the home, it's important to teach your kids to act in a safe and responsible way around it.

To ensure the safest environment for your family:

- Take the ammunition out of the gun
- Lock the gun and keep it out of reach of kids. Hiding the gun is not enough
- Lock the ammunition and store it apart from the gun
- Store the keys for the gun and the ammunition in a different area from where you store household keys. Keep the keys out of reach of children

- Lock up gun-cleaning supplies, which are often poisonous
- When handling or cleaning a gun, adults should never leave the gun unattended

Fireworks:

We are approaching the fireworks season once again, please remember:

- Fireworks are dangerous and result in serious injury
- Fireworks should only be viewed at an official fireworks display that is hosted by the City and operated by pyro technique experts
- Fireworks are illegal
- You can be arrested, ticketed and or fined for the use, possession or display of illegal fireworks
- Fireworks will be confiscated and destroyed

Anti-Burglary Tips:

- NEVER admit anyone into your home who claims to be a contractor or other service provider if you did not call and request the services.
- NEVER admit anyone into your home claiming to be a city worker without proper identification.
- NEVER leave your doors unlocked when you plan to leave home or even visiting a neighbor
- Install a camera and or alarm system
- ALWAYS turn on your alarm system when you leave home, even if it for just a short time.
- NEVER share personal and/or financial information over the telephone or in person with an individual that you don't know.

OFFENSE AND INCIDENT REPORT

5th Period 2014

May 5, 2014 thru June 1, 2014

Type	May 2014	May 2013	May 2012	Percent Change	YTD 2014	YTD 2013	YTD 2012	Percent Change
Assault	1	0	1	NC	2	2	2	NC
Burglary	1	3	4	-66.6%	6	16	13	-62.5%
Criminal Damage	2	11	11	-81.8%	8	32	32	-75%
Criminal Trespass	1	2	0	-50%	2	5	1	-60%
Disorderly Conduct	7	4	4	+75%	20	20	11	NC
Domestic Violence	14	14	14	NC	70	74	57	-5.4%
Drug Offense	1	2	6	-50%	12	17	26	-29.4%
Theft	7	9	12	-22.2%	51	39	37	+30.8%
Robbery	0	0	0	NC	4	0	0	NC
BMV	1	4	3	-75%	14	19	16	-26.3%
CSA	0	0	0	NC	0	1	0	-100%
Battery	6	4	2	+50%	19	11	13	+72.7%
DUI	4	0	9	NC	11	24	33	-54.2%
TOTAL	45	53	66	-15.1%	219	260	241	-15.8%

KEY STATISTICS
5th Period 2014
May 5, 2014 thru June 1, 2014

Type	5th 2014	5th 2013	5th 2012	Percent change	YTD 2014	YTD 2013	YTD 2012	Percent Change
Events Created	2735	1407	1813	+94.4%	12096	6494	9592	+86.3%
911 Calls	568	567	567	+0.2%	2544	2456	2423	+3.6%
Domestic Calls	28	20	28	+40%	118	129	118	-8.5%
Loud Party	1	3	3	-66.6%	5	11	12	-54.5%
Adult Arrest	52	34	94	+34.6%	280	258	463	+8.5%
Juvenile Arrest	13	6	7	+116.6%	33	45	34	-26.6%
Business Checks	307	73	159	+320.5%	804	140	1312	+71%
Lock Out	16	23	25	-30.4%	123	134	127	-8.2%
House Checks	15	3	59	+400%	114	112	204	+1.8%
Assist Other Agency	2	2	1	NC	8	14	9	-42.9%
Motorist Assists	17	17	16	NC	114	124	120	-8.1%
Suspicious Activity	63	54	70	+16.6%	274	279	292	-1.8%
School Visitation	37	NA	NA	NC	232	NA	NA	NC
School Presentation	2	NA	NA	NC	8	NA	NA	NC
Park Duties	4	NA	NA	NC	13	NA	NA	NC
Community Engagement	37	39	NA	-5.1%	19	39	NA	387.1%
Warrants	3	7	8	-57.1%	21	34	66	-38.2%

ARREST STATISTICS
5th Period 2014
May 5, 2014 thru June 1, 2014

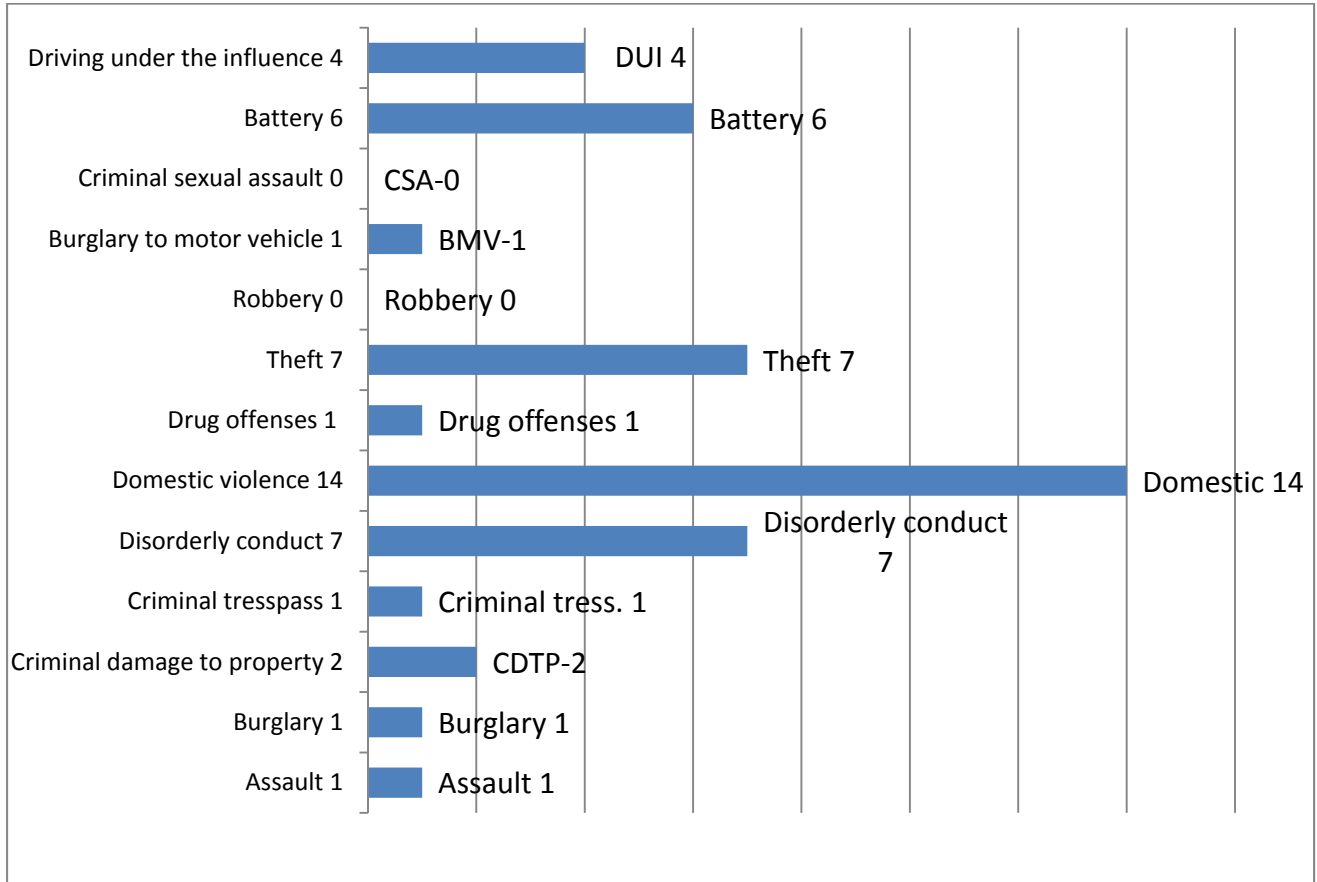
	May 2014	May 2013	May 2012	Percent change 2014- 2013	YTD 2014	YTD 2013	YTD 2012	Percent Change 2014- 2013
Number of Arrests:	52	34	94	+52.9%	280	258	463	+8.5%
	<i>Charges Filed:</i>							
Battery	1	1	0	NC	4	3	4	+33.3%
Domestic Battery	3	3	1	NC	9	11	16	-18.2%
Theft	0	0	1	NC	1	1	3	NC
Retail Theft	8	3	3	+166.6%	46	4	28	+1050%
Drug Offenses	2	3	7	-33.3%	24	24	35	NC
Illegal Possession of Alcohol by a Minor	0	0	0	NC	0	1	1	-100%
Illegal Consumption of Alcohol by a Minor	0	0	3	NC	5	1	6	+400%
DUI	4	0	14	NC	23	23	46	NC
Illegal Transportation of Liquor	0	1	2	-100%	3	2	5	+50%
Disorderly Conduct	0	2	0	-100%	0	7	2	-100%
TOTAL	18	13	31	+27.7%	115	77	143	+49.4%

911 Calls Distribution by Shift

Shift	Dispatched	Time	Conversion to Hours	% of Total 911	% of Total Time
Day Shift	233	25306.35	421.8	41%	31.8%
Afternoon	262	31446.84	524.1	46.1%	39.6%
Midnights	73	16974.43	282.9	12.9%	21.4%
Mini-Mids *	29	5775.28	96.3	5.1%	7.3%
Totals	568	79502.9	1325.0	100%	100%

Note: The dispatched calls column tabulates the 3 shifts only. The count for mini-midnights is already included in the count of midnight calls.

OFFENSE CHART
5th Period 2014
May 5, 2014 thru June 1, 2014



OFFICER ACTIVITY STATISTICS

**5th Period 2014
May 5, 2014 thru June 1, 2014**

<i>Officer Statistics</i>							
<i>Officer</i>	<i>Patrol Shifts Worked</i>	<i>Citations</i>	<i>Traffic Warnings</i>	<i>Self-Initiated</i>	<i>Traffic</i>	<i>911 Calls</i>	<i>Average 911 Per Day</i>
<i>First Shift – Mids</i>							
<i>Sgt. Rentka</i>	19	0	0	2	0	0	NC
<i>Sgt. Liss</i>	20	0	0	27	8	0	NC
<i>Ofc. Yeo</i>	20	11	2	306	8	37	1.85
<i>Ofc. Skweres</i>	18	5	7	239	10	19	1.05
<i>Ofc. Simek</i>	14	5	3	107	7	7	0.5
<i>Ofc. Zimny</i>	18	5	12	358	14	19	1.05
<i>Ofc. Milazzo</i>	20	7	8	141	12	20	1
<i>Total</i>	129	33	32	1180	59	102	3.6
<i>Second Shift – Days</i>							
<i>Sgt. Piccoli</i>	19	0	0	10	0	1	0.05
<i>Sgt. Greenaberg</i>	19	0	0	33	14	13	0.68
<i>Ofc. Foyle-Price</i>	20	27	10	114	27	56	2.8
<i>Ofc. Kosieniak</i>	13	0	4	31	3	19	1.46
<i>Ofc. Bischoff</i>	12	3	1	31	4	22	1.83
<i>Ofc. Hruby</i>	19	18	11	54	25	31	1.63
<i>Ofc. Camacho</i>	20	39	10	186	36	52	2.3
<i>Total</i>	122	87	36	459	109	194	6.9
<i>Third Shift – Afternoons</i>							
<i>Sgt. Topel</i>	19	0	0	26	0	4	0.21
<i>Ofc. Murphy</i>	16	3	9	57	9	20	1.25
<i>Ofc. Stutte</i>	20	43	15	125	50	43	2.15
<i>Ofc. Lorek</i>	20	28	7	43	28	32	1.6
<i>Ofc. Renner</i>	15	11	15	45	21	27	1.8
<i>Ofc. Rumick</i>	18	5	8	41	14	55	3.05
<i>Ofc. Jump</i>	20	7	2	14	8	4	0.2
<i>Ofc. Dollins</i>	20	21	18	65	37	42	2.1
<i>Ofc. Liska</i>	19	8	4	37	7	25	1.31
<i>Ofc. Hellmann</i>	19	7	6	75	11	20	1.05
<i>Total</i>	186	133	84	528	185	272	9.71

COMMUNITY ENGAGEMENT

5th Period 2014

May 5, 2014 thru June 1, 2014

VEHICLE BURGLARY PREVENTION HANG ONS - ELDERLY SERVICES - TOURS OF PD - TALKS WITH YOUTH GROUPS - ETC.

Number of Engagement Locations	20
Contact Time in Minutes	1,297.44

LOCATION	1001 Hinsbrook	133 Plainfield	2101 75th	2153 75th	2189 75th	401 Plainfield	7100 Clarendon Hills Rd	7335 Cass	7414 Cass	7502 Cass
TIME IN MINUTES	54.77	143.48	18.52	5.75	16.32	9.18	244.41	51.04	9.38	55.57

LOCATION	7511 Lemont	7516 Cass	7533 Comstock	7617 Brookhaven	8100 Cass	8226 Cass	8301 Lemont	8404 Cass	8700 Carriage Green	Cass / N Frontage
TIME IN MINUTES	51.12	239.97	17.17	133.52	14.02	50.75	39.57	100.55	21.13	21.22

Schools Visits	<i>Cass</i>	<i>Concord</i>	<i>Eisenhower</i>	<i>Eliz-ide</i>	<i>Lace</i>	<i>Lakeview</i>	<i>Mark Delay</i>	<i>OLOP</i>	<i>Prarieview</i>	<i>Kingswood Academy</i>	
Number of Visits	6	6	8	6	6	5	6	5	9	2	
Total Time In Minutes	999.99	132.33	85.45	95.29	107.59	56.12	43.05	103.96	118.8	189.15	68.25

Most schools have advised they are comfortable with a maximum of two visits by officers per week. They find more visits than this can be disruptive because the students have their attention drawn to the officers and the questions it creates for the teachers. Shifts will keep visits to this amount in general unless there is a need to change to a different visitation schedule.

CITY OF DARIEN

MEMO

TO: Elected Officials

FROM: Scott Coren, Assistant City Administrator

DATE: March 4, 2014

SUBJECT: Website Redesign – Residential Survey

The City of Darien budget includes funds to redesign the website in FYE 2015. To begin this process, staff surveyed residents to determine their satisfaction and usage of the current website along with their current online habits for find opportunities to improve. Attached are the survey results and a brief description of conclusions staff took from this feedback.

At the June 16, 2014 City Council meeting, staff will discuss the results of the survey and ask for any additional feedback on website improvement. This project will go to the July Administrative/Finance Committee to discuss further, along with proposals from companies that design municipal websites.

Staff surveyed elected officials concurrently with the residential survey, to gain feedback both on the website and the internal use of technology by elected officials for work and meeting materials. The results of this survey will be used to help make future decisions both on the website reconfiguration and in purchasing technology.

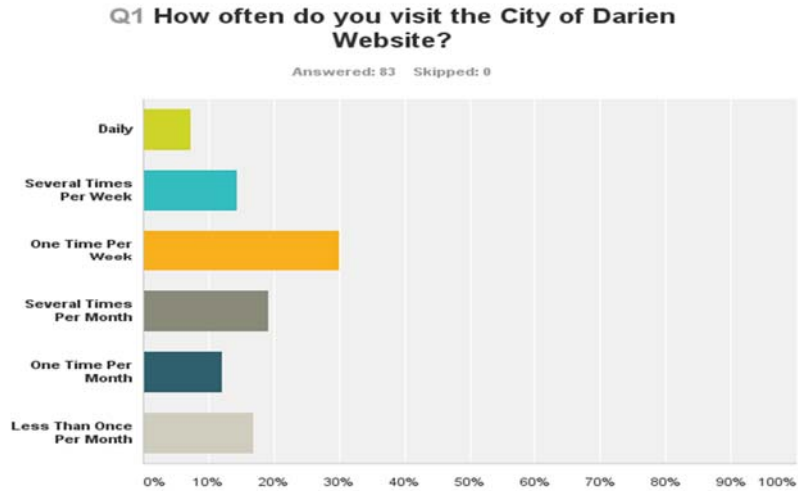
Residential Website Redesign Survey Results

Summary

Residents use the Darien website frequently as a source of information. Since the website was last redesigned in 2006 technology has advanced significantly and we have higher expectations on the availability of information, visual appeal, and ease of use.

Respondents Frequency of Use

Respondents tend to utilize the City of Darien frequently, with 71% visiting the site at least several times per month. This tells us those that took the survey are generally familiar with the site and can provide knowledgeable feedback.



Respondents Overall Ratings of the Site

Respondents provided an overall rating of 3.11 for the site, which ranks as “Good” on the 1-5 scale. The visual appeal and ease of searching the site topics fell below a “Good” grade. This shows potential areas of focus and improvement.

Scale: 1 = Poor, 2 = Fair, 3 = Good, 4 = Very Good, 5 = Excellent

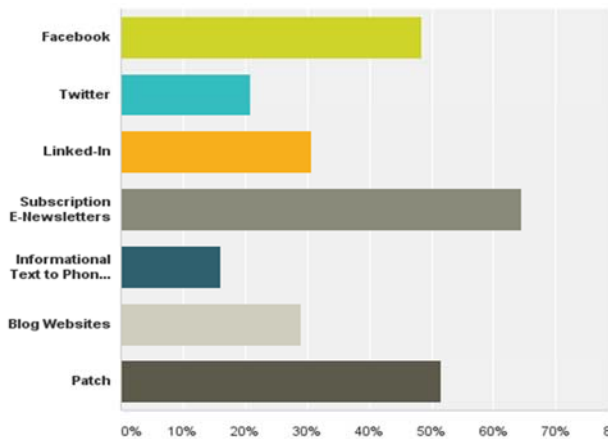
Question	Resident Rating
Overall satisfaction with website	3.11
Visual appeal of the website	2.95
Ease of navigation	3.00
Ease of searching site	2.80
Ease of understanding links	3.03

Current Respondent Communication Usage

The survey also requested information from residents on their current internet behaviors and preferences.

Q9 What informational services do you currently utilize? Please select all that apply.

Answered: 62 Skipped: 21

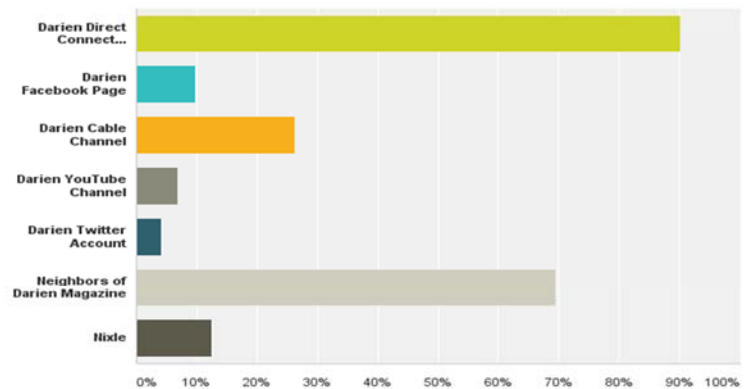


Respondents used a wide variety of sources to get news and information. The three top sources indicated were e-newsletters, the Patch online local news site, and Facebook.

This question focuses on the way respondents get information from the City of Darien. The primary way residents get information is through the Direct Connect, although the results could skew high because this was a primary way we advertised the survey. Many more respondents utilize information listed above than with the City of Darien specifically, which shows opportunity for Darien to improve.

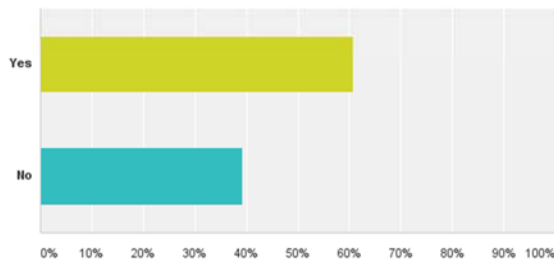
Q10 What City of Darien communication services do you use? Please select all that apply.

Answered: 72 Skipped: 11



Q11 Do you use "Apps" on your phone or tablet?

Answered: 74 Skipped: 9



61% of respondents also informed us they are utilizing "Apps," or specialized applications for mobile devices, more frequently. We can discuss any features that residents could utilize as part of upcoming website changes

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
June 16, 2014**

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

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

General Fund		\$74,541.22
Water Fund		\$393,712.87
Motor Fuel Tax Fund		\$4,130.34
Water Depreciation Fund		\$7,204.40
Debt Service Fund		
Capital Improvement Fund		\$324,416.96
Special Service Area Tax Fund		
Drug Seizures Fund		
	Subtotal:	<u>\$ 804,005.79</u>
General Fund Payroll	06/12/14	\$ 246,803.53
Water Fund Payroll	06/12/14	\$ 20,536.35
	Subtotal:	<u>\$ 267,339.88</u>
Total to be Approved by City Council:		<u>\$ 1,071,345.67</u>

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
AIS	BARRACUDA SPAM FILTERING - JUNE 1, 2014 THRU JUNE 1, 2015	4325	Consulting/Professional	800.00
AIS	DOMAIN RENEWAL DARIENIL.GOV 7-20-14 TO 7-20-15	4325	Consulting/Professional	125.00
AIS	5 HP600GB/1 HP8GB SD FLASH KIT - FYE14	4325	Consulting/Professional	2,245.00
AIS	COMPUTER LICENSING POLICE RECORDS	4325	Consulting/Professional	3,214.00
BEST QUALITY CLEANING, INC.	JUNE 2014 JANITORIAL SERVICE	4345	Janitorial Service	1,182.00
CHASE CARD SERVICES	BLUETOOTH EARPIECES	4267	Telephone	279.92
DUPAGE COUNTY RECORDER	R2014 038846 LIEN 7609 SAWYER ROAD	4221	Legal Notices	8.00
DUPAGE COUNTY RECORDER	R201 043195-PLAT OF EASEMENT 122, 126 & 130 IRIS - R-78-14	4221	Legal Notices	47.00
EMERALD MARKETING INC.	JULY/AUGUST 2014 NEIGHBORS MAGAZINE	4239	Public Relations	3,145.27
NICOR GAS	7422 S. CASS - ACCT 05-09-41-1000 3	4271	Utilities (Elec,Gas,Wtr,Sewer)	70.31
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN	4219	Liability Insurance	50.00
OCCUPATIONAL HEALTH CENTERS	TWO PRE-EMPLOYMENT DRUG SCREENS	4219	Liability Insurance	100.00
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	85.20
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	18.64
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	13.53
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	59.76
PHILLIPS FLOWERS	SYMPATHY ARRANGEMENT	4239	Public Relations	50.95

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 6/3/2014 Through 6/16/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL - ACCT 13380100	4233	Postage/Mailings	1,920.00
SHAW MEDIA	LEGAL NOTICE 7741 GARAGE SUPPORT	4221	Legal Notices	76.14
SHAW MEDIA	LEGAL NOTICE 7733 PREVAILING WAGE	4221	Legal Notices	125.88
SHAW MEDIA	LEGAL NOTICE 7845 VARIATIONS	4221	Legal Notices	668.40
SHAW MEDIA	LEGAL NOTICE 7841 TEXT AMENDMENT	4221	Legal Notices	244.68
VERIZON WIRELESS	CELL PHONES AND POLICE AIRCARDS	4267	Telephone	1,342.70
WILLOWBROOK FORD, INC.	REPAIR PARTS FOR FLEET VEHICLES	4273	Vehicle (Gas and Oil)	592.35
			Total Administration	16,464.73

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 6/3/2014 Through 6/16/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ILLINOIS STATE POLICE	SILVIA TREJO DE GONZALEZ	4205	Boards and Commissions	36.50
ILLINOIS STATE POLICE	GIADA;IJE TREKP	4205	Boards and Commissions	36.50
ILLINOIS STATE POLICE	GUSTAVO TREJO	4205	Boards and Commissions	36.50
ILLINOIS STATE POLICE	GUSTAVO P. GOMEZ	4205	Boards and Commissions	36.50
ILLINOIS STATE POLICE	ANGELICA S. GORDON	4205	Boards and Commissions	36.50
ROSENTHAL, MURPHEY, COBLENTZ	MAY 2014 LEGAL FEES	4219	Liability Insurance	<u>1,334.70</u>
			Total City Council	1,517.20

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 6/3/2014 Through 6/16/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DON MORRIS ARCHITECTS P.C.	MAY 2014 PLAN REVIEW & INSPECTIONS	4325	Consulting/Professional	3,611.40
DON MORRIS ARCHITECTS P.C.	MAY 2014 PLAN REVIEW & INSPECTIONS	4328	Const/Prof Reimbursable	1,460.00
DUPAGE COUNTY PUBLIC WORKS	Sanitary Sewer Processing Fee for Darien Pointe North Bldg	4328	Const/Prof Reimbursable	(150.00)
JOSEPH ALGOZINE	MAY 2014 ELECTRICAL INSPECTIONS	4325	Consulting/Professional	770.00
KOVAR SIGNS	DARIEN POINTE - FOR LEASE SIGNS - REIMBURSABLE	4328	Const/Prof Reimbursable	800.00
KOVAR SIGNS	PUBLIC HEARING SIGNS - HERITAGE PLAZA	4328	Const/Prof Reimbursable	700.00
ROSENTHAL, MURPHEY, COBLENTZ	MAY 2014 LEGAL FEES	4219	Liability Insurance	<u>4,882.50</u>
			Total Community Development	12,073.90

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ACCURATE TANK TECHNOLOGIES	QUARTERLY INSPECTION TRAINING FOR FUEL SYSTEM	4263	Training and Education	400.00
ALL-STAR MAINTENANCE	LANDSCAPE MAINTENANCE - PINE PARKWAY	4257	Supplies - Other	130.00
AMERICAN DOOR AND DOCK	EMERGENCY DOOR REPAIR - PW SHOP	4223	Maintenance - Building	396.53
CARLSEN'S ELEVATOR SERVICES	POLICE DEPARTMENT ELEVATOR REPAIR	4223	Maintenance - Building	311.00
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR FLEET VEHICLES	4225	Maintenance - Equipment	24.48
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	75.48
CHASE CARD SERVICES	TIRES - UNIT 102	4229	Maintenance - Vehicles	126.16
CHET WALONG	MAILBOX REIMBURSEMENT - 8504 CREEKSIDE	4257	Supplies - Other	36.68
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	4219	Liability Insurance	74.33
CLARKE ENVIRONMENTAL MOSQUITO	JUNE 2014 MOSQUITO MANAGEMENT SERVICES	4365	Mosquito Abatement	10,221.75
COM ED	STREET LIGHTS - ACCT 0267129091	4359	Street Light Oper & Maint.	1,499.75
COM ED	STREET LIGHTS - ACCT 0448008035	4359	Street Light Oper & Maint.	284.93
CONSTELLATION NEW ENERGY, INC.	2101 W 75TH ST - ACCT 0269155053	4359	Street Light Oper & Maint.	51.69
CULLIGAN	WATER, CUPS AND FILTER RENTAL - 1041 S. FRONTAGE	4223	Maintenance - Building	106.40
DUPAGE TOPSOIL, INC.	RESTORATIONS	4257	Supplies - Other	610.00
FLEETPRIDE	BRAKE PARTS FOR TRUCK 105	4229	Maintenance - Vehicles	274.18

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
FOSTER'S TRUCK REPAIR	SAFETY LANE FOR TRUCK 106	4229	Maintenance - Vehicles	44.50
GENE'S TIRE SERVICE, INC.	REPAIR FLAT 202	4225	Maintenance - Equipment	25.50
GENE'S TIRE SERVICE, INC.	TIRES 111	4229	Maintenance - Vehicles	261.00
GENE'S TIRE SERVICE, INC.	TIRE REPAIR OLD KUBOTA 202	4229	Maintenance - Vehicles	20.00
HOME DEPOT	SUPPLIES	4223	Maintenance - Building	55.00
HOME DEPOT	SUPPLIES	4223	Maintenance - Building	152.31
HOME DEPOT	SUPPLIES	4257	Supplies - Other	123.04
HOME DEPOT	SUPPLIES	4257	Supplies - Other	16.91
HOME DEPOT	SUPPLIES	4257	Supplies - Other	1.99
HOME DEPOT	SUPPLIES	4259	Small Tools & Equipment	240.79
HOMER TREE CARE, INC.	EMERGENCY TREE LIMB TRIM	4375	Tree Trim/Removal	200.00
LAWSON PRODUCTS INCORPORATED	MECHANIC SUPPLIES	4225	Maintenance - Equipment	424.16
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS FOR KUBOTA TRACTOR 202	4225	Maintenance - Equipment	277.98
OFFICE DEPOT	SUPPLIES	4253	Supplies - Office	46.38
PATTEN INDUSTRIES, INC.	PARTS MANUAL FOR CAT TRACTORS	4225	Maintenance - Equipment	108.57
PATTEN INDUSTRIES, INC.	GREASE GUN	4259	Small Tools & Equipment	71.72
POMP'S TIRE SERVICE, INC.	EMERGENCY TIRE REPAIR FOR END LOADER TRACTOR 203	4225	Maintenance - Equipment	357.00
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL - ACCT 13380100	4233	Postage/Mailings	450.00
ROAD SAFE	BARRICADES	4257	Supplies - Other	1,230.00
STEVE PIPER & SONS, INC.	TUB GRINDER	4243	Rent - Equipment	1,600.00
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES - POLICE DEPARTMENT	4223	Maintenance - Building	144.88
US GAS	OXYGEN & ACETYLENE CYLINDER RENTAL	4257	Supplies - Other	36.00
WASTE MANAGEMENT LARAWAY RDF	STREET SWEEPING	4373	Street Sweeping	4,635.00
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	28.59

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/3/2014 Through 6/16/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	1.10
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR FLEET VEHICLES	4259	Small Tools & Equipment	192.90
			Total Public Works, Streets	25,368.68

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ADVANTAGE CHEVROLET	REPAIR PARTS - POLICE DEPT FLEET VEHICLES	4229	Maintenance - Vehicles	362.94
ADVANTAGE CHEVROLET	REPAIR PARTS - POLICE DEPT FLEET VEHICLES	4229	Maintenance - Vehicles	171.96
ANTON HRUBY	UNIFORM ALLOWANCE	4269	Uniforms	92.24
AWARD EMBLEM COMPANY	RETIREMENT PLAQUES & WEDGES	4269	Uniforms	336.41
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	150.41
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	31.32
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	252.96
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	64.69
CARQUEST AUTO PARTS STORES	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	54.63
CHASE CARD SERVICES	K9 FOOD	4217	Investigation and Equipment	116.97
CHASE CARD SERVICES	2 GPS UNITS FOR DETECTIVES	4217	Investigation and Equipment	249.96
CHASE CARD SERVICES	PRISONER NEEDS - GIFT CARDS FOR MEALS	4217	Investigation and Equipment	50.00
CHASE CARD SERVICES	20 THUMB DRIVES FOR DETECTIVES-EVIDENCE	4217	Investigation and Equipment	164.80
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	4217	Investigation and Equipment	105.75
CHASE CARD SERVICES	RETURN SIREN FOR REPAIR - COOPER	4233	Postage/Mailings	10.43
CHASE CARD SERVICES	POSTAGE FOR RADAR UNIT SENT FOR REPAIR - TOPEL	4233	Postage/Mailings	13.29
CHASE CARD SERVICES	SUPPLIES FOR RECORDS & SHERMAN	4253	Supplies - Office	59.54

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	FLASHCARD FOR SERGEANT	4253	Supplies - Office	35.98
CHASE CARD SERVICES	FTO SUPPLIES & TONER FOR COMMAND CENTER	4253	Supplies - Office	196.99
CHASE CARD SERVICES	OFFICE SUPPLIES	4253	Supplies - Office	38.19
CHASE CARD SERVICES	5 THUMB DRIVES FOR PD	4253	Supplies - Office	24.95
CHASE CARD SERVICES	SUPPLIES FOR STAFF MEETING	4265	Travel/Meetings	11.96
GREGORY J. CHEAURE'	UNIFORM ALLOWANCE	4269	Uniforms	73.25
HINSHAW & CULBERTSON LLP	MAY 2014 ADMINISTRATIVE TOW JUDGE	4219	Liability Insurance	137.50
JASON NORTON	UNIFORM ALLOWANCE	4269	Uniforms	113.47
KING CAR WASH	SQUAD CAR DETAIL	4229	Maintenance - Vehicles	1,320.00
KING CAR WASH	MAY 2014 SQUAD CAR WASHES	4229	Maintenance - Vehicles	309.00
LEXIPOL LLC	ONE YEAR LAW ENFORCEMENT POLICY MANUAL UPDATE SUBSCRIPTION	4325	Consulting/Professional	2,850.00
LINDA S. PIECZYNSKI	PROSECUTION FEES	4219	Liability Insurance	1,601.00
MOORE MEDICAL CORP.	CPR-D PADS & IBUPROFEN	4219	Liability Insurance	657.45
MR. TRIM	D11 - REPAIR	4229	Maintenance - Vehicles	160.00
NORTHEAST MULTIREGIONAL TRNG	LAW REVIEW - MICHAEL LOREK & ANTON HRUBY	4263	Training and Education	200.00
NORTHEAST MULTIREGIONAL TRNG	ARREST, SEARCH & SEIZURE UPDATE - EDWARD RENTKA	4263	Training and Education	50.00
OHIO CALIBRATION LABS	RADAR REPAIR	4225	Maintenance - Equipment	42.00
PARTNERS & PAWS VETERINARY	MEDICATION FOR NIKO	4225	Maintenance - Equipment	26.88

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
POSTAGE BY PHONE RESERVE ACCT.	POSTAGE METER REFILL - ACCT 13380100	4233	Postage/Mailings	630.00
RAY O'HERRON CO. INC.	UNIFORMA ALLOWANCE - NEW AUXILIARY GUGLIELMO	4203	Auxiliary Police	259.00
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - NEW AUXILIARY GUGLIELMO	4203	Auxiliary Police	84.99
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - NEW AUXILIARY HOSCH	4203	Auxiliary Police	144.99
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - SKWERES	4269	Uniforms	63.93
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - NORTON	4269	Uniforms	38.99
RAY O'HERRON CO. INC.	UNIFORM ALLOWANCE - HELLMANN	4269	Uniforms	120.00
RAY O'HERRON CO. INC.	K-9 TAHOE EQUIPMENT	4815	Equipment	389.00
RAY O'HERRON CO. INC.	LAP TOP MOUNT PACKAGE FOR K-9 TAHOE	4815	Equipment	462.56
RAY O'HERRON CO. INC.	SUPPLIES FOR K-9 VEHICLE	4815	Equipment	354.80
RCM DATA CORPORATION	TONER FOR REPORT WRITING ROOM	4253	Supplies - Office	32.00
RDJ SPECIALTIES, INC.	COLORING BOOKS - GUN SAFETY	4239	Public Relations	970.03
ROSENTHAL, MURPHEY, COBLENTZ STI-CO INDUSTRIES, INC.	MAY 2014 LEGAL FEES	4219	Liability Insurance	315.00
	K-9 VEHICLE EQUIPMENT	4815	Equipment	249.74
STONE WHEEL, INC.	BRALES	4229	Maintenance - Vehicles	194.61
THE BLUE LINE	POLICE OFFICER RECRUITMENT LISTING	4205	Boards and Commissions	397.00
TIGER DIRECT INC.	TEN FLASH MEMORY CARDS	4253	Supplies - Office	56.52

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/3/2014 Through 6/16/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
VERIZON WIRELESS	CELL PHONES AND POLICE AIRCARDS	4267	Telephone	798.21
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	296.89
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	197.62
WILLIAM FOSTER	UNIFORM ALLOWANCE	4269	Uniforms	54.09
WILLOWBROOK FORD, INC.	CREDIT RETURN FROM INVOICE 5092696	4229	Maintenance - Vehicles	(600.00)
WILLOWBROOK FORD, INC.	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	126.76
WILLOWBROOK FORD, INC.	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	2,628.92
WILLOWBROOK FORD, INC.	REPAIR PARTS FOR FLEET VEHICLES	4229	Maintenance - Vehicles	464.06
			Total Police Department	18,866.63

CITY OF DARIEN
Expenditure Journal
General Fund
Business District
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
COM ED	ACCT. 7156805021 - FINAL BILL	4271	Utilities (Elec,Gas,Wtr,Sewer)	14.22
COM ED	ACCT 7156796018 FINAL BILL	4271	Utilities (Elec,Gas,Wtr,Sewer)	16.18
COM ED	FINAL BILL - 7515 S. CASS, UNIT D - ACCT 7156797060	4271	Utilities (Elec,Gas,Wtr,Sewer)	159.16
NICOR GAS	7515 S. CASS, UNIT D - ACCT 40-53-48-5251 8 FINAL BILL	4271	Utilities (Elec,Gas,Wtr,Sewer)	60.52
			Total Business District	250.08
			Total General Fund	74,541.22

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
A W AUTO SERVICE, INC.	TRAILER - #410 PINTLE HITCH	4225	Maintenance - Equipment	197.90
AMERICAN DOOR AND DOCK	EMERGENCY DOOR REPAIR - PW SHOP	4223	Maintenance - Building	396.53
ASSOCIATED TECHNICAL SERVICES	LEAK DETECTION SURVEY	4326	Leak Detection	8,288.28
BEST QUALITY CLEANING, INC.	JUNE 2014 JANITORIAL SERVICE	4223	Maintenance - Building	608.00
CINTAS FIRST AID AND SAFETY	FIRST AID SUPPLIES	4219	Liability Insurance	74.33
CLIFFORD-WALD COMPANY	PAPER & TONER FOR PLAN PLOTTER	4255	Supplies - Operation	391.80
COM ED	2103 75TH STREET - ACCT 3118112014	4271	Utilities (Elec,Gas,Wtr,Sewer)	810.46
CORRPRO COMPANIES, INC.	CATHODIC PROTECTION RECIFIER COMMISSIONING FYE14	4815	Equipment	750.00
CULLIGAN	WATER, CUPS AND FILTER RENTAL - 1041 S. FRONTAGE	4223	Maintenance - Building	106.40
DUPAGE TOPSOIL, INC.	RESTORATIONS	4231	Maintenance - Water System	1,830.00
DUPAGE WATER COMMISSION	WATER COSTS	4340	DuPage Water Commission	364,515.76
FedEx	OVERNIGHT SHIPPING - MID AMERICAN TECHNOLOGY	4233	Postage/Mailings	122.71
HD SUPPLY WATERWORKS	B-BOCES	4231	Maintenance - Water System	499.56
HOME DEPOT	SUPPLIES	4231	Maintenance - Water System	598.10
KEVIN CASSIDY	RPZ/CCDI LICENSE RENEWAL	4263	Training and Education	15.00
KEVIN CASSIDY	PLUMBER'S LICENSE RENEWAL	4263	Training and Education	102.50
NORWALK TANK	METER & VALVE VAULTS FOR COLONIAL MANOR	4231	Maintenance - Water System	5,334.71
ROAD SAFE	BARRICADES	4231	Maintenance - Water System	1,230.00
SUBURBAN CONCRETE, INC.	WATER	4231	Maintenance - Water System	5,168.08

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
SUBURBAN LABORATORIES	EPA REQUIRED MONTHLY WATER SAMPLES	4241	Quality Control	195.50
US GAS	OXYGEN & ACETYLENE CYLINDER RENTAL	4231	Maintenance - Water System	36.00
VERIZON WIRELESS	CELL PHONES AND POLICE AIRCARDS	4267	Telephone	236.95
WATER PRODUCTS - AURORA	FITTINGS & PIPE LUBE	4231	Maintenance - Water System	312.80
WATER RESOURCES, INC.	METER HEADS FOR 6-INCH METER FOR COLONIAL MANOR	4880	Water Meter Purchases	161.41
WEST SIDE EXCHANGE	FREIGHT FOR RENTAL TRACTOR TO SHOP	4225	Maintenance - Equipment	366.00
WEST SIDE EXCHANGE	BACKHOE RENTAL	4231	Maintenance - Water System	900.00
WEST SIDE EXCHANGE	FREIGHT FOR RENTAL TRACTOR P/U FROM PW	4231	Maintenance - Water System	337.50
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR FLEET VEHICLES	4225	Maintenance - Equipment	5.59
ZIEBELL WATER SERVICE PRODUCTS	BRASS FITTINGS	4231	Maintenance - Water System	121.00
			Total Public Works, Water	393,712.87
			Total Water Fund	393,712.87

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 6/3/2014 Through 6/16/2014

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
EJ USA, INC.	ROAD REHAB SEWER	4257	Supplies - Other	168.00
ELMHURST CHICAGO STONE COMPANY	SAWYER, CAPITOL, GIGI PROJECTS	4245	Road Material	1,056.92
ELMHURST CHICAGO STONE COMPANY	STONE DELIVERED TO PW	4245	Road Material	2,905.42
			Total MFT Expenses	4,130.34
			Total Motor Fuel Tax	4,130.34

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
HD SUPPLY WATERWORKS	VALVES FOR VALVE REPLACEMENT PROGRAM FYE14	4390	Capital Improv-Infrastructure	7,204.40
			Total Depreciation Expenses	7,204.40
			Total Water Depreciation Fund	7,204.40

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
ALL-STAR MAINTENANCE	EMERGENCY PIPE REPAIR - STEWART	4376	Ditch Projects	3,160.00
ALL-STAR MAINTENANCE	EMERGENCY PIPE REPAIR - STEWART	4376	Ditch Projects	(16.00)
C & M PIPE & SUPPLY	PRESSURE PIPE - CAPITAL/ELM	4376	Ditch Projects	8,863.00
C & M PIPE & SUPPLY	PRESSURE PIPE - CAPITAL/ELM	4376	Ditch Projects	5,554.00
C & M PIPE & SUPPLY	CULVERT PIPE	4376	Ditch Projects	2,316.00
DAS ENTERPRISES, INC.	GIGI SPOILS	4376	Ditch Projects	1,559.80
DAS ENTERPRISES, INC.	HAULING - CAPITOL/ELM	4376	Ditch Projects	1,719.78
DAS ENTERPRISES, INC.	HAULING - SAWYER/GIGI	4376	Ditch Projects	2,399.70
DAS ENTERPRISES, INC.	HAULING - CAPITOL/ELM	4376	Ditch Projects	1,559.81
DAS ENTERPRISES, INC.	HAULING - CAPITOL	4376	Ditch Projects	1,579.80
DAS ENTERPRISES, INC.	HAULING - CAPITOL	4376	Ditch Projects	1,579.80
DAS ENTERPRISES, INC.	HAULING - CAPITOL	4376	Ditch Projects	1,579.80
DAS ENTERPRISES, INC.	HAULING - CAPITOL DITCH PROJECT	4376	Ditch Projects	2,019.75
E.F. HEIL LLC	GAIL & CAPITOL DITCH PROJECTS	4376	Ditch Projects	972.00
E.F. HEIL LLC	GAIL & CAPITOL DITCH PROJECTS	4376	Ditch Projects	972.00
ELMHURST CHICAGO STONE COMPANY	STONE DELIVERED TO PW	4376	Ditch Projects	2,118.10
ELMHURST CHICAGO STONE COMPANY	SPOILS DUMPED	4376	Ditch Projects	106.00
ELMHURST CHICAGO STONE COMPANY	SAWYER, CAPITOL, GIGI PROJECTS	4376	Ditch Projects	4,800.00
ELMHURST CHICAGO STONE COMPANY	SAWYER, CAPITOL, GIGI PROJECTS	4376	Ditch Projects	2,007.66
HOME DEPOT	SUPPLIES	4376	Ditch Projects	120.26
HOME DEPOT	SUPPLIES	4376	Ditch Projects	184.24
HOME DEPOT	SUPPLIES	4376	Ditch Projects	169.76
KIEFT BROS., INC.	CAPITOL & GIGI PROJECTS	4376	Ditch Projects	309.12

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 6/3/2014 Through 6/16/2014

Vendor Name	Invoice Description	Acct Code	Acct Title	Dept Amount
KIEFT BROS., INC.	CAPITOL & GIGI PROJECTS	4376	Ditch Projects	2,111.84
NATIONAL POWER RODDING	INVESTIGATION OF SEWER LINES	4376	Ditch Projects	1,335.73
NATIONAL POWER RODDING	INVESTIGATION OF SEWER LINES	4376	Ditch Projects	1,335.68
NORWALK TANK	CAPITOL & 68TH STREET DITCH PROJECTS	4376	Ditch Projects	7,594.04
NORWALK TANK	CAPITOL & 68TH STREET DITCH PROJECTS	4376	Ditch Projects	681.14
SCORPIO CONSTRUCTION GROUP	CAPITOL/ELM DITCH PROJECT	4376	Ditch Projects	62,317.00
SCORPIO CONSTRUCTION GROUP	KUBDEB WIID OARJ STIRN SEWER REPAIR	4376	Ditch Projects	3,565.00
SCORPIO CONSTRUCTION GROUP	FIRST PAYOUT FOR 68TH STREET	4376	Ditch Projects	37,889.00
SUBURBAN CONCRETE, INC.	GAIL DITCH PROJECT	4376	Ditch Projects	14,911.93
SUBURBAN CONCRETE, INC.	CAPITOL DITCH PROJECT	4376	Ditch Projects	10,138.56
SUBURBAN CONCRETE, INC.	GIGI DITCH PROJECT	4376	Ditch Projects	2,222.50
SUBURBAN CONCRETE, INC.	WALK	4380	Sidewalk Replacement Progr...	5,462.28
SUBURBAN CONCRETE, INC.	RESIDENT REIMBURSEMENT	4381	Residential Concrete Program	11,129.58
SUBURBAN CONCRETE, INC.	PUBLIC WORKS	4383	Curb & Gutter Replacement ...	981.60
SUBURBAN CONCRETE, INC.	CURB	4383	Curb & Gutter Replacement ...	117,106.70
			Total Capital Fund Expenditures	324,416.96
			Total Capital Improvement Fund	324,416.96

**CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 6/3/2014 Through 6/16/2014**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
Report Total				804,005.79



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

Payment Due Date: 06/24/14
New Balance: \$1,484.89
Minimum Payment: \$296.00

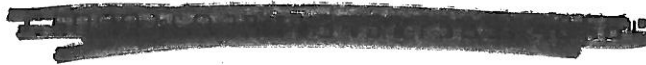
Account number: [REDACTED]

\$ 1484 89 Amount Enclosed
Make your check payable to: Chase Card Services

42912 BEX Z 15314 C
BRYON VANA
CITY OF DARIEN
1702 PLAINFIELD RD
DARIEN IL 60561-5044



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



BUSINESS CARD STATEMENT



Customer Service:
1-800-275-0863



Mobile: Visit chase.com
on your mobile browser

ACCOUNT SUMMARY

Account Number: [REDACTED]

Previous Balance	\$2,902.65
Payment, Credits	-\$2,902.65
Purchases	+\$1,484.89
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$1,484.89

Opening/Closing Date	05/03/14 - 06/02/14
Credit Limit	\$50,000
Available Credit	\$48,515
Cash Access Line	\$10,000
Available for Cash	\$10,000

Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

PAYMENT INFORMATION

New Balance	\$1,484.89
Payment Due Date	06/24/14
Minimum Payment Due	\$296.00

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

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

FLEXIBLE REWARDS SUMMARY

Previous points balance	40,376
+ Points earned on purchases this period	1,485
= New total points balance	41,861

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/20	Payment Thank You Image Check BRYON VANA TRANSACTIONS THIS CYCLE ([REDACTED]) - \$2,902.65 INCLUDING PAYMENTS RECEIVED	-2,902.65
05/23	FIRESTONE 023426 HINSDALE IL DANIEL GOMBAC 01-30-4229 F+615 0102 Tires - Unn 102 TRANSACTIONS THIS CYCLE ([REDACTED]) \$126.16	126.16
05/04	LEXISNEXIS RISK MGT 888-332-8244 FL 01-10-4217 Detect in Internet Searches	105.75
05/06	UPS*000000Y1048X184 800-811-1648 GA01-40-4233 Shipping return	10.43
05/12	WWW.NEWEGG.COM 800-390-1119 CA 01-40-4253 Fleasheet for sergeant	35.98
05/12	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 FTO Supplies + Toner	196.99
05/13	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Office supplies	38.19
05/15	WAL-MART #2215 DARIEN IL 01-40-4265 Stc + Mtg. Supplies	11.96
05/16	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 Supplies	59.54
05/23	USPS.COM CLICK66100611 800-3447779 DC 01-40-4233 Shipping repair CAROL KOPTA TRANSACTIONS THIS CYCLE ([REDACTED]) \$472.13	13.29
05/27	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA 01-10-4267 Bluetooth ear pieces SCOTT COREN TRANSACTIONS THIS CYCLE ([REDACTED]) \$279.92	279.92
05/15	BEST BUY MHT 00003160 DOWNERS GROVE IL 01-40-4217 (2) GPS units for Detective	249.96
05/19	MCDONALD'S M5841 OF IL DARIEN IL 01-40-4217 - Prisoner. meals	50.00
05/19	MICRO CENTER #025 WESTMONT IL 01-40-4217 - (20) Detective Thumb Drives #114.80 01-40-4253 (5) Thumb Drives for PD \$24.95	189.75



ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/29	PETSMART INC 422 DARIEN IL 01-40-4217 *97020 MARY BELMONTE TRANSACTIONS THIS CYCLE (██████████) \$606.68	116.97

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

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

INTEREST CHARGES

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

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

(v) = Variable Rate

31 Days in Billing Period

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

AGENDA MEMO

City Council

June 16, 2014

Issue Statement

Approval of a resolution authorizing the Mayor to contract with Enviro Test/Perry Laboratories, Inc. for the 2014/15 Bacteriological and Chemical/Radiological/LT2 Water Sampling Program in an amount not to exceed \$8,918.00.

RESOLUTION

Background/History

The Illinois Environmental Protection Agency has recently submitted to the City of Darien the 2014 Community Water Supply testing and schedule. In 2007 the United States Environmental Protection Agency had passed on to all community water supplies a mandate requiring us to perform specified analytical water sampling.

The Stage 2DBP rule is intended to reduce potential cancer and reproductive and developmental health risks from disinfection byproducts in drinking water, which form when disinfectants are used to control microbial pathogen. The final rule strengthens public health protection for customers of systems that deliver disinfected water by requiring such systems to meet the maximum contaminant levels as an average at each monitoring location. The mandate continues to reduce DPB exposure and related potential healths risks and provide more equitable public health protection. The rule also continues to evaluate early warning potential of Maximum Contaminant Levels (MCL), and allows the City's system to take proactive steps to remain in compliance.

City staff recently received the scheduled 2014/15 sampling requirements from the Illinois Environmental Protection Agency. The Illinois EPA has also entertained a competitive bid pricing schedule for the proposed program. Following receipt of the ILEPA's proposed cost schedule, staff had requested additional competitive quotes from local laboratories, see [Attachment A](#). The local laboratories and the City have the right to work with a state certified lab directly. The ILEPA will continue to provide the City a schedule for the various samples required. Below please find a summary of the competitive quotes for the proposed 2014 Coliform and Chemical/Radiological/LT2 Water Sampling Program:

<u>TESTING FACILITY</u>	<u>PRICING SCHEDULE</u>
State of Illinois	\$12,294.84
EnviroTest/Perry Laboratories	\$ 8,918.00
Suburban Laboratories	\$ 7,658.00

While Suburban Laboratories is approximately \$260 less than Enviro Test/Perry Laboratories, Staff is requesting to utilize the services of Enviro Test/Perry Laboratories. Staff delivers samples to the laboratory at a minimal on a bi-monthly schedule. Enviro Test is located in Woodridge and Suburban Laboratories is located in Hillside. The cost associated for travel time has been estimated at approximately \$235 per month or \$2,820 per year. See attached email correspondence and spread sheet labeled as Attachments [B-1](#) and [B-2](#).

The FY14-15 budget included funding for this item in an amount of \$13,973.00. The staff had budgeted

for anticipated additional testing for the FY14/15 period. The ILEPA has revised the Water Sampling Program and therefore the City will experience a lower overall cost for the program. The information regarding the laboratory procedures, required testing and schedule of the Stage 2 testing, analysis and methodology for the period of July 1, 2014 through June 30, 2015 is attached and labeled as [Exhibit A](#). The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 14/15 BUDGET	PROPOSED EXPENDITURE	BUDGET BALANCE
02-50-4241	EPA-Stage 2-Reduced Lead and Copper/Radiological	\$10,350.00	\$4,750.00	\$5,600.00
02-50-4241	Bacteriological Sampling	\$3,623.00	\$3,168.00	\$455.00
02-50-4241	Contingency Stage 2/Bacteriological Sampling		\$1,000.00	N/A
02-50-4241	Total		\$8,918.00	\$5,055.00

STAFF RECOMMENDATION

Staff is requesting consideration for approval of the expenditure in the amount of \$8,918.00 for the 2014/15 Chemical/Radiological/LT2 Water Sampling Program. Due to the States deadline of July 1, 2014, this item has been placed on the City Council Agenda for June 16, 2014. This item was not reviewed by the Committee due to timing and EPA testing schedule.

ALTERNATE CONSIDERATION

As recommended by the City Council.

DECISION MODE

This item will be placed under New Business on the June 16, 2014 agenda for formal consideration by the City Council.

Ashley Prueter

From: Dan Gombac
Sent: Friday, June 06, 2014 3:25 PM
To: Ashley Prueter
Subject: FW: Water Sampling for July 2014- June 2015
Attachments: Suburban Labs Cost Comparison.xls

B/u for CC EPA 2014-15
E-mail and att label as Att

Daniel Gombac
Director of Municipal Services
630-353-8106

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

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple!

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

From: Kris Throm
Sent: Wednesday, May 28, 2014 2:15 PM
To: Dan Gombac
Subject: Water Sampling for July 2014- June 2015

Dan,

Attached is a simple worksheet that I worked up showing the cost and time spent driving to Suburban Labs. I have requested the price for courier from Suburban Labs., and have just forwarded that as well. As I indicated to you earlier I think that it makes the most sense to work with Envirotest/Perry Labs & PDC. They are located just outside of our Darien jurisdiction and the trip there is only a few minutes from mostly anywhere in town. The total cost difference between Suburban Labs pricing and Envirotest was that Suburban was lower by \$260.00 for the whole year. However, when I analyze the spreadsheet I see that we almost make up for that in one month and actually probably do if we included cost of gas.

I have no problems working with either lab and both of them provide excellent service and have for many years. However, we just lose too much time traveling to Suburban Labs and for the small difference in price it doesn't seem worth it to me. I will drop the rest of the stuff back off down to you shortly.

Let me know if you have any questions on this.

Thanks,

Kris Throm
City of Darien Municipal Services
Water Department Foreman
(630) 514-3453

Please sign up for Darien Direct Connect Newsletter, the best way to receive current information for the community. Just click on this link and enter your e-mail address!
<http://www.darien.il.us/Departments/Administration/CityNews.html>

Cost to City of Darien for Water Samples taken to Suburban Laboratories

Attachment B-2

	Number of times to the lab per month	Average amount of time per trip to the lab in hours	Number or hours of employee time spent not working on the street per month	Total Cost to go to Suburban Labs per month not included in budget price	Cost to go to Suburban Labs per year not included in budget price not including fuel and wear and tear on vehicle
Don \$25.99/hr	6	1.5	9	\$233.91	\$2,806.92
\$25.99					

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO CONTRACT WITH ENVIRO TEST/PERRY LABORATORIES, INC. FOR THE 2014 CHEMICAL/RADIOLOGICAL/LT2 WATER SAMPLING PROGRAM IN THE AMOUNT OF \$8,918.00

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 hereby authorizes the Mayor to contract with Enviro Test/Perry Laboratories, Inc. for the 2014 Chemical/Radiological/ LT2 Water Sampling Program in the amount of \$8,918.00, 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 16th day of June 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of June 2014.

-

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ETP LABS INC

Envirotest/perry laboratories inc.
8109 Lemont Road | Suite 1500 | Woodridge, IL 60517 | Phone: 630.541.8098 | Fax: 630.541.8187

CITY OF DARIEN - H0430270

COLIFORM PRICING FROM JULY 1, 2014 THROUGH JUNE 30, 2015

Analyte Name	Sample Count	Sample Type	Cost per Sample	Cost per Year
Coliform	396	RT	\$8.00	\$3,168.00
TOTAL				\$3,168.00

0 * *

0 * *

0 * *

4,750 +

3,168 +

002.....

7,918 ◊



PDC LABORATORIES, INC.
Drinking Water Quote
July 1, 2014 - June 30, 2015

4/24/2014

QUOTE EXPIRES July 1, 2014

DARIEN

IL0430270

CHEMICAL TESTING

Parameter	Sample Point	Freq	# of Samples	PDC Unit Cost	PDC Extended Cost
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PDC TOTAL WITHOUT GUARD DOG: \$4,510.00

GUARD DOG Project Management Fee (OPTIONAL) \$240.00

PDC Total(excluding bacteriology): \$4,750.00



GUARD DOG (Project Manager's/Compliance) Fee will be billed at the beginning of the program. Lead/Copper individual letters will be created for Guard Dog customers as stated in Chapter 4 of the IEPA Sample Collectors Handbook. This service also includes monthly and quarterly reminders to stay in compliance!

All costs are based upon the current IEPA monitoring period of July 1, 2014 - June 30, 2015. The information was gathered from the IEPA website...monitoring schedules and Drinking Water Watch, as well as projection information provided by the IEPA Compliance Section. Additional unanticipated monitoring would be billed at the unit cost rates if required. All costs include shipping of bottles and coolers to you at NO additional charge! Choose the most convenient pay option, Pay as you go or Pre-pay! See courier and UPS shipment options in attached document (fees may apply)!



PDC LABORATORIES, INC.
Drinking Water Quote
July 1, 2014 - June 30, 2015

4/24/2014

QUOTE EXPIRES July 1, 2014

DARIEN

IL0430270

CHEMICAL TESTING

Parameter	Sample Point	Freq	# of Samples	PDC Unit Cost	PDC Extended Cost
SOC W GLYPHOSATE	WL20693	YR	1	\$775.00	\$775.00
M525.2 -DI(2-ETHYLHEXYL)PHTHALATE	WL20693	YR	1	\$0.00	\$0.00
300.0 NITRATE	WL20690	YR	1	\$20.00	\$20.00
300.0 NITRATE	WL20693	YR	1	\$20.00	\$20.00
300.0 NITRATE	WL00328	YR	1	\$20.00	\$20.00
300.0 NITRITE	WL20690	YR	1	\$20.00	\$20.00
300.0 NITRITE	WL20693	YR	1	\$20.00	\$20.00
M525.2 -DI(2-ETHYLHEXYL)PHTHALATE	WL20690	YR	1	\$0.00	\$0.00
SOC W GLYPHOSATE	WL20690	YR	1	\$775.00	\$775.00
STAGE 2 DBPR SUPART V (THM/HAA)	DISTRIBUTION	QT	16	\$115.00	\$1,840.00
SOC W GLYPHOSATE	WL00328	YR	1	\$775.00	\$775.00
VOC (M524)- VINYL CHLORIDE	WL20690	YR	1	\$0.00	\$0.00
VOC (M524)- VINYL CHLORIDE	WL20693	YR	1	\$0.00	\$0.00
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VOC (M524)	WL20690	YR	1	\$75.00	\$75.00
VOC (M524)	WL20693	YR	1	\$75.00	\$75.00
VOC (M524)	WL00328	YR	1	\$75.00	\$75.00
300.0 NITRITE	WL00328	YR	1	\$20.00	\$20.00



YOUR BENEFITS WITH PDC LABS AND PARTNERS

Guard Dog- Project Management Service. PDC offers an optional, nominal fee-based project management service which helps to keep your system in compliance. This includes pre-printed COC's, notification of deadlines, pre-notifications of detections to allow confirmation samples to be collected, lead and copper letters for your customers, coliform tracking system, no charges for weekend or after hour emergency samples, assistance with UCMR3 and Stage 2 DBP Rules in 2014.

Digital Notices and Reporting. By providing your email address, PDC will automatically email shipping notices, sample acknowledgement, excursion alerts and final results. All compliance sample data is electronically uploaded to ensure the IEPA has the results the same day they are reported to you.

State of the Art Equipment and facility. PDC has the most up-to-date equipment with redundancy in instrumentation. Our 25,000 square foot facility is clean and well-maintained to provide the best possible service all under one roof.

Outstanding Customer Service. PDC's drinking water team provides personal service, flexibility, and accountability to our clients. The team, with over 50 years of combined experience, is ready to answer any questions or concerns to keep your system in compliance.

Two Convenient Ways to Pay. You pay for only the testing you actually need. There is no pre-payment required, but you may pre-pay for the whole year if you choose to do so.

Courier Service. Ask about our convenient courier services, pick-up and drop centers near you!

UPS Pre-paid Return Labels. Ask about buying pre-paid UPS return labels at a discounted rate. Cost per label varies from \$12-\$15 depending on the size of the cooler.

PDC Laboratories, Inc.

Julie Rada, Project Manager
(309)-683-1724
jrada@pdclab.com

Margie Winkler, Project Assistant
(309)-683-1761
mwinkler@pdclab.com

Donna Clifford, Microbiology Supervisor
(309) 683-1765
dclifford@pdclab.com

PDC Laboratories, Inc. - Partners

ARRO Lab (Joan Serdar)	815-727-5436	joan.serdar@arrolab.com
EnviroTest/Perry Lab (Mirka Lenos)	630-541-8098	mlenos@etplabs.com
Enviro Lab (Dr. Michael Katamay)	708-687-5127	enviro_lab@hotmail.com
McHenry Analytical Water Lab (Mark Mueller)	815-344-4044	mark@mchenrylab.com
MGD Water Systems (Mike Megurdichian)	815-397-9515	mgdh2o@aol.com
Somonauk Lab (Jerry Adrian)	815-498-9491	jerry.adrian@mchsi.com



PDC LABS DRINKING WATER PROGRAM

Contacts & Resources

Address Changes: (Shipping, Billing or Report Addresses) - Julie (309) 683-1724 / Margie (309) 683-1761

Bacti Results: (Boil Orders, New Construction, Replacements) - Donna (309) 683-1765

Chemical Results: Julie (309) 683-1724 / Margie (309) 683-1761

Demand Letter (IEPA): Fax to Julie or Margie – (309) 692-9689

Fluoride Results: Margie (309) 683-1761 / Julie (309) 683-1724

Invoicing/Billing Questions: Kerri (309) 683-1734

Retrieve an Old Report/Data Look ups: Julie (309) 683-1724 / Margie (309) 683-1761

Shipping, Coolers and Sample Bottles: Julie (309) 683-1724 / Margie (309) 683-1761 / Liz (309) 683-1732

Violations/Regulatory Questions: - Julie (309) 683-1724 / Margie (309) 683-1761

Your PDC Drinking Water Team's Email Addresses

Julie Rada, Drinking Water Project Manager: jrada@pdclab.com

Margie Winkler, Drinking Water Project Assistant: mwinkler@pdclab.com

Donna Clifford, Microbiology Section Manager: dclifford@pdclab.com

Elizabeth Shaw, Shipping Department Supervisor: eshaw@pdclab.com

Reggie Marks, Courier Supervisor: rmarks@pdclab.com

Alan Hogan, Log-in Manager: ahogan@pdclab.com

Your PDC Drinking Water Team's Direct Telephone Number

Julie Rada – (309) 683-1724

Margie Winkler – (309) 683-1761

Donna Clifford – (309) 683-1765

Elizabeth Shaw – (309) 683-1732

Reggie Marks – (309) 696-2020

Alan Hogan – (309) 683-1727

www.pdclab.com



**PDC LABORATORIES, INC.
PROFESSIONAL SERVICES AGREEMENT**

July 01, 2014 - June 30, 2015 OR July 01, 2014 - June 30, 2016

2 YEAR TERM

1 YEAR TERM

DARIEN

IL0430270

BILLING ADDRESS		REPORT ADDRESS		SHIPPING ADDRESS (cannot be a PO Box)	
Attn: _____		Attn: _____		Attn: _____	
BILLING PHONE NUMBER		REPORTING PHONE NUMBER		SHIPPING PHONE NUMBER	
() -		() -		() -	
BILLING FAX NUMBER		REPORTING FAX NUMBER		SHIPPING FAX NUMBER	
() -		() -		() -	
BILLING CELL NUMBER		REPORTING CELL NUMBER		SHIPPING CELL NUMBER	
() -		() -		() -	

EMAIL

Please list an email address. We send report(s) via email as soon as the analyses are completed

- 1) Contract Period - July 01, 2014 - June 30, 2015 OR July 01, 2014 - June 30, 2016
- 2) Scope of Service - Drinking Water Monitoring Required by the IEPA. (Courier Fees May Apply)
- 3) Attachments and Documents Incorporated by Reference - Per our attached price quote.
- 4) Please check ALL services that you will be doing with us for this contract period.

**JULIE RADA, PROJECT MANAGER
FOR THE FOLLOWING**

**DONNA CLIFFORD, PROJECT
MANAGER FOR THE FOLLOWING**

- Chemical including Radiological
- Guard Dog Project Management Program

Coliform Bacteria

**KEEP TRACK OF SCHEDULE, ELECTRONICALLY SEND RESULTS TO THE STATE,
GUARD DOG WILL BE BILLED AT THE BEGINNING OF THE PROGRAM - SEE FLYER
FOR MORE INFORMATION!**

-- PAYMENT OPTIONS --

- Prepay for full year (2014 - 2015)
- Pay as you go-2 X Per Month Invoicing

Acceptance of this Agreement is limited to and includes acceptance of the terms above, the Terms and Conditions printed on the reverse side and all attachments and documents incorporated by reference.

Client (Responsible party) - Print Name	Signature of Responsible Party	Date
---	--------------------------------	------

John LaPayne, Vice President	Signature	Date
PDC Laboratories, Inc.		

**YOU MAY RETURN CONTRACT TO US BY MAIL, EMAIL OR FAX
MAIL - 2231 W. Altorfer Dr., Peoria, IL 61615
EMAIL - jrada@pdc lab.com
FAX - 309-692-9689**

1. **Method of Payment:** Twice monthly, PDC Laboratories, Inc. ("LAB") will invoice Client for all Services rendered during the previous half month. Invoices will be due within 30 days from date of invoice. Any unpaid charges will draw interest at the lesser of 1 1/2% per month or the highest rate allowed by law, commencing 30 days after date of invoice. Client shall notify LAB in writing of any disputed amount within 15 days after date of invoice; otherwise all invoice charges are agreed to be acceptable.
2. **Confidentiality:** LAB shall retain as confidential all information and data delivered to it by Client or developed by it for Client. Such information shall not be disclosed to any third party, unless required by law or regulation or unless LAB is instructed, in writing, by Client to provide information to a specific third party.
3. **Standard of Care:** The Service will be performed for the exclusive benefit of Client. The Service shall be conducted by LAB consistent with that level of care and skill ordinarily exercised by the analytical laboratory profession in the same locale acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, LAB MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY LAB TO CLIENT.
4. **Deliverables:** All deliverables, including, but not limited to, any and all reports prepared by LAB hereunder shall be Client's property upon final payment for LAB's Services. LAB shall retain copies of all deliverables.
5. **Limitation on the Scope of Services:** Client acknowledges that LAB has not had any role in generating, treating, storing or disposing of hazardous or toxic substances, pollutants and contaminants or other waste materials ("Waste Materials") which may be present at the Site. Any Waste Materials connected with the Services shall at no time become the property of LAB. Nothing herein shall require PDC to assume the status of a generator, or a storage, treatment or disposal facility as those terms are defined by the Resource Conservation and Recovery Act, or any state statute or regulation governing the generation, treatment, storage or disposal of hazardous waste or solid waste. Arrangements made by LAB for treatment, storage, transport or disposal of any Waste Materials shall be construed as being made solely for Client's benefit; and Client shall indemnify and hold harmless LAB against all claims, damages, losses, liability and expenses, including attorney's fees, which arise therefrom.
6. **Limitation of LAB's Liability to Client:** Except for circumstances caused by the willful misconduct of LAB, all claims for damages asserted against LAB by Client, including claims against LAB's directors, officers, shareholders, employees and agents, are limited to the total dollar value of this Agreement. LAB is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of LAB's performance or nonperformance of the Services. Any claim shall be deemed waived unless made by Client in writing and received by LAB within one (1) year after completion of the Services.
7. **Client's Indemnification:** Client shall indemnify and hold harmless LAB, and its shareholders, directors, officers, employees and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations, arising out of or which are in any way connected with (i) any release or threatened release of Waste Materials, or any other activity relating to the Waste Materials, (ii) the negligent acts or omissions of Client, Client's employees, agents and subcontractors, or (iii) Client's breach of this Agreement.
8. **Required Disclosures by Client:** Client shall provide all information which is known or readily accessible to Client which may be reasonable and/or necessary for completion of the Services by LAB.
9. **Force Majeure:** LAB shall not be considered in default because of any delays in the conduct of the work due to causes beyond the control and without the fault or negligence of LAB, including, but not restricted to, an act of God or of a public enemy, fire, flood, epidemic quarantine restriction, area wide strike, freight embargo, unusually severe weather, or delay of subcontractor or suppliers due to such cause; provided that LAB shall within ten (10) days from the beginning of such delay notify Client in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim of additional compensation.
10. **Termination:** This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Irrespective of which party terminates or the cause therefor, Client shall, within thirty (30) days of termination, compensate LAB for costs incurred and services rendered up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, modifying schedules, reassigning personnel, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables.
11. **Right of First Refusal:** Client grants to LAB a right of first refusal to match any offer relating to services similar to those provided hereunder which Client receives (or intends to make) upon termination of this Agreement for any reason and Client shall give LAB prompt written notice of any such offer and a reasonable opportunity to respond to it.
12. **Site Access:** Client grants a right of entry to the Site, to LAB, its employees, agents and subcontractors, to perform the Services. If Client does not own the Site, Client warrants that it has the permission of the owner of the Site to grant this right of entry to LAB.
13. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. This Agreement may be amended only by written instrument signed by each party.
14. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any Client-issued purchase order, requisition, notice to proceed, or like document regarding the Services.
15. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and LAB shall survive the completion of Services hereunder and the termination of this Agreement.
16. **Equal Employment Opportunity:** If Client is required by law to obtain a pledge of compliance from LAB in its performance of the Services under this Agreement, LAB agrees to comply with the Equal Employment Opportunity and Affirmative Action Requirements of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and/or the Vietnam Era Veteran's Readjustment Act of 1974.
17. **Governing Law:** this Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Illinois, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
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19. **Assignment, Successors and Assigns:** This Agreement shall not be assigned by either party without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld, provided, however, LAB shall have the right to assign this Agreement to any of its affiliates. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. 297-46.A

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Ashley Prueter

From: Dan Gombac
Sent: Friday, June 06, 2014 3:25 PM
To: Ashley Prueter
Subject: FW: Water Sampling for July 2014- June 2015
Attachments: Suburban Labs Cost Comparison.xls

B/u for CC EPA 2014-15
E-mail and att label as Att

Daniel Gombac
Director of Municipal Services
630-353-8106

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

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple!

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

From: Kris Throm
Sent: Wednesday, May 28, 2014 2:15 PM
To: Dan Gombac
Subject: Water Sampling for July 2014- June 2015

Dan,

Attached is a simple worksheet that I worked up showing the cost and time spent driving to Suburban Labs. I have requested the price for courier from Suburban Labs., and have just forwarded that as well. As I indicated to you earlier I think that it makes the most sense to work with Envirotest/Perry Labs & PDC. They are located just outside of our Darien jurisdiction and the trip there is only a few minutes from mostly anywhere in town. The total cost difference between Suburban Labs pricing and Envirotest was that Suburban was lower by \$260.00 for the whole year. However, when I analyze the spreadsheet I see that we almost make up for that in one month and actually probably do if we included cost of gas.

I have no problems working with either lab and both of them provide excellent service and have for many years. However, we just lose too much time traveling to Suburban Labs and for the small difference in price it doesn't seem worth it to me. I will drop the rest of the stuff back off down to you shortly.

Let me know if you have any questions on this.

Thanks,

Kris Throm
City of Darien Municipal Services
Water Department Foreman
(630) 514-3453

Please sign up for Darien Direct Connect Newsletter, the best way to receive current information for the community. Just click on this link and enter your e-mail address!
<http://www.darien.il.us/Departments/Administration/CityNews.html>

Cost to City of Darien for Water Samples taken to Suburban Laboratories

Attachment B-2

	Number of times to the lab per month	Average amount of time per trip to the lab in hours	Number or hours of employee time spent not working on the street per month	Total Cost to go to Suburban Labs per month not included in budget price	Cost to go to Suburban Labs per year not included in budget price not including fuel and wear and tear on vehicle
Don \$25.99/hr	6	1.5	9	\$233.91	\$2,806.92
\$25.99					

ETP LABS INC

Envirotest/perry laboratories inc.
8109 Lemont Road | Suite 1500 | Woodridge, IL 60517 | Phone: 630.541.8098 | Fax: 630.541.8187

CITY OF DARIEN - H0430270

COLIFORM PRICING FROM JULY 1, 2014 THROUGH JUNE 30, 2015

Analyte Name	Sample Count	Sample Type	Cost per Sample	Cost per Year
Coliform	396	RT	\$8.00	\$3,168.00
TOTAL				\$3,168.00

0 * *

0 * *

0 * *

4,750 +

3,168 +

002.....

7,918 ◊



PDC LABORATORIES, INC.
Drinking Water Quote
July 1, 2014 - June 30, 2015

4/24/2014

QUOTE EXPIRES July 1, 2014

DARIEN

IL0430270

CHEMICAL TESTING

Parameter	Sample Point	Freq	# of Samples	PDC Unit Cost	PDC Extended Cost
-----------	--------------	------	--------------	---------------	-------------------

PDC TOTAL WITHOUT GUARD DOG: \$4,510.00

GUARD DOG Project Management Fee (OPTIONAL) \$240.00

PDC Total(excluding bacteriology): \$4,750.00



GUARD DOG (Project Manager's/Compliance) Fee will be billed at the beginning of the program. Lead/Copper individual letters will be created for Guard Dog customers as stated in Chapter 4 of the IEPA Sample Collectors Handbook. This service also includes monthly and quarterly reminders to stay in compliance!

All costs are based upon the current IEPA monitoring period of July 1, 2014 - June 30, 2015. The information was gathered from the IEPA website...monitoring schedules and Drinking Water Watch, as well as projection information provided by the IEPA Compliance Section. Additional unanticipated monitoring would be billed at the unit cost rates if required. All costs include shipping of bottles and coolers to you at NO additional charge! Choose the most convenient pay option, Pay as you go or Pre-pay! See courier and UPS shipment options in attached document (fees may apply)!



PDC LABORATORIES, INC.
Drinking Water Quote
July 1, 2014 - June 30, 2015

4/24/2014

QUOTE EXPIRES July 1, 2014

DARIEN

IL0430270

CHEMICAL TESTING

Parameter	Sample Point	Freq	# of Samples	PDC Unit Cost	PDC Extended Cost
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Digital Notices and Reporting. By providing your email address, PDC will automatically email shipping notices, sample acknowledgement, excursion alerts and final results. All compliance sample data is electronically uploaded to ensure the IEPA has the results the same day they are reported to you.

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Enviro Lab (Dr. Michael Katamay)	708-687-5127	enviro_lab@hotmail.com
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MGD Water Systems (Mike Megurdichian)	815-397-9515	mgdh2o@aol.com
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PDC LABS DRINKING WATER PROGRAM

Contacts & Resources

Address Changes: (Shipping, Billing or Report Addresses) - Julie (309) 683-1724 / Margie (309) 683-1761

Bacti Results: (Boil Orders, New Construction, Replacements) - Donna (309) 683-1765

Chemical Results: Julie (309) 683-1724 / Margie (309) 683-1761

Demand Letter (IEPA): Fax to Julie or Margie – (309) 692-9689

Fluoride Results: Margie (309) 683-1761 / Julie (309) 683-1724

Invoicing/Billing Questions: Kerri (309) 683-1734

Retrieve an Old Report/Data Look ups: Julie (309) 683-1724 / Margie (309) 683-1761

Shipping, Coolers and Sample Bottles: Julie (309) 683-1724 / Margie (309) 683-1761 / Liz (309) 683-1732

Violations/Regulatory Questions: - Julie (309) 683-1724 / Margie (309) 683-1761

Your PDC Drinking Water Team's Email Addresses

Julie Rada, Drinking Water Project Manager: jrada@pdclab.com

Margie Winkler, Drinking Water Project Assistant: mwinkler@pdclab.com

Donna Clifford, Microbiology Section Manager: dclifford@pdclab.com

Elizabeth Shaw, Shipping Department Supervisor: eshaw@pdclab.com

Reggie Marks, Courier Supervisor: rmarks@pdclab.com

Alan Hogan, Log-in Manager: ahogan@pdclab.com

Your PDC Drinking Water Team's Direct Telephone Number

Julie Rada – (309) 683-1724

Margie Winkler – (309) 683-1761

Donna Clifford – (309) 683-1765

Elizabeth Shaw – (309) 683-1732

Reggie Marks – (309) 696-2020

Alan Hogan – (309) 683-1727

www.pdclab.com



**PDC LABORATORIES, INC.
PROFESSIONAL SERVICES AGREEMENT**

July 01, 2014 - June 30, 2015 OR July 01, 2014 - June 30, 2016

2 YEAR TERM

1 YEAR TERM

DARIEN

IL0430270

BILLING ADDRESS		REPORT ADDRESS		SHIPPING ADDRESS (cannot be a PO Box)	
Attn: _____		Attn: _____		Attn: _____	
BILLING PHONE NUMBER		REPORTING PHONE NUMBER		SHIPPING PHONE NUMBER	
() -		() -		() -	
BILLING FAX NUMBER		REPORTING FAX NUMBER		SHIPPING FAX NUMBER	
() -		() -		() -	
BILLING CELL NUMBER		REPORTING CELL NUMBER		SHIPPING CELL NUMBER	
() -		() -		() -	

EMAIL

Please list an email address. We send report(s) via email as soon as the analyses are completed

- 1) Contract Period - July 01, 2014 - June 30, 2015 OR July 01, 2014 - June 30, 2016
- 2) Scope of Service - Drinking Water Monitoring Required by the IEPA. (Courier Fees May Apply)
- 3) Attachments and Documents Incorporated by Reference - Per our attached price quote.
- 4) Please check ALL services that you will be doing with us for this contract period.

**JULIE RADA, PROJECT MANAGER
FOR THE FOLLOWING**

**DONNA CLIFFORD, PROJECT
MANAGER FOR THE FOLLOWING**

- Chemical including Radiological
- Guard Dog Project Management Program

Coliform Bacteria

**KEEP TRACK OF SCHEDULE, ELECTRONICALLY SEND RESULTS TO THE STATE,
GUARD DOG WILL BE BILLED AT THE BEGINNING OF THE PROGRAM - SEE FLYER
FOR MORE INFORMATION!**

- PAYMENT OPTIONS --
- Prepay for full year (2014 - 2015)
- Pay as you go-2 X Per Month Invoicing

Acceptance of this Agreement is limited to and includes acceptance of the terms above, the Terms and Conditions printed on the reverse side and all attachments and documents incorporated by reference.

Client (Responsible party) - Print Name	Signature of Responsible Party	Date
---	--------------------------------	------

John LaPayne, Vice President	Signature	Date
PDC Laboratories, Inc.		

**YOU MAY RETURN CONTRACT TO US BY MAIL, EMAIL OR FAX
MAIL - 2231 W. Altorfer Dr., Peoria, IL 61615
EMAIL - jrada@pdc lab.com
FAX - 309-692-9689**

1. **Method of Payment:** Twice monthly, PDC Laboratories, Inc. ("LAB") will invoice Client for all Services rendered during the previous half month. Invoices will be due within 30 days from date of invoice. Any unpaid charges will draw interest at the lesser of 1 1/2% per month or the highest rate allowed by law, commencing 30 days after date of invoice. Client shall notify LAB in writing of any disputed amount within 15 days after date of invoice; otherwise all invoice charges are agreed to be acceptable.
2. **Confidentiality:** LAB shall retain as confidential all information and data delivered to it by Client or developed by it for Client. Such information shall not be disclosed to any third party, unless required by law or regulation or unless LAB is instructed, in writing, by Client to provide information to a specific third party.
3. **Standard of Care:** The Service will be performed for the exclusive benefit of Client. The Service shall be conducted by LAB consistent with that level of care and skill ordinarily exercised by the analytical laboratory profession in the same locale acting under similar circumstances and conditions. EXCEPT AS SET FORTH HEREIN, LAB MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY LAB TO CLIENT.
4. **Deliverables:** All deliverables, including, but not limited to, any and all reports prepared by LAB hereunder shall be Client's property upon final payment for LAB's Services. LAB shall retain copies of all deliverables.
5. **Limitation on the Scope of Services:** Client acknowledges that LAB has not had any role in generating, treating, storing or disposing of hazardous or toxic substances, pollutants and contaminants or other waste materials ("Waste Materials") which may be present at the Site. Any Waste Materials connected with the Services shall at no time become the property of LAB. Nothing herein shall require PDC to assume the status of a generator, or a storage, treatment or disposal facility as those terms are defined by the Resource Conservation and Recovery Act, or any state statute or regulation governing the generation, treatment, storage or disposal of hazardous waste or solid waste. Arrangements made by LAB for treatment, storage, transport or disposal of any Waste Materials shall be construed as being made solely for Client's benefit; and Client shall indemnify and hold harmless LAB against all claims, damages, losses, liability and expenses, including attorney's fees, which arise therefrom.
6. **Limitation of LAB's Liability to Client:** Except for circumstances caused by the willful misconduct of LAB, all claims for damages asserted against LAB by Client, including claims against LAB's directors, officers, shareholders, employees and agents, are limited to the total dollar value of this Agreement. LAB is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits), incurred by Client as a result of LAB's performance or nonperformance of the Services. Any claim shall be deemed waived unless made by Client in writing and received by LAB within one (1) year after completion of the Services.
7. **Client's Indemnification:** Client shall indemnify and hold harmless LAB, and its shareholders, directors, officers, employees and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules or regulations, arising out of or which are in any way connected with (i) any release or threatened release of Waste Materials, or any other activity relating to the Waste Materials, (ii) the negligent acts or omissions of Client, Client's employees, agents and subcontractors, or (iii) Client's breach of this Agreement.
8. **Required Disclosures by Client:** Client shall provide all information which is known or readily accessible to Client which may be reasonable and/or necessary for completion of the Services by LAB.
9. **Force Majeure:** LAB shall not be considered in default because of any delays in the conduct of the work due to causes beyond the control and without the fault or negligence of LAB, including, but not restricted to, an act of God or of a public enemy, fire, flood, epidemic quarantine restriction, area wide strike, freight embargo, unusually severe weather, or delay of subcontractor or suppliers due to such cause; provided that LAB shall within ten (10) days from the beginning of such delay notify Client in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim of additional compensation.
10. **Termination:** This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Irrespective of which party terminates or the cause therefor, Client shall, within thirty (30) days of termination, compensate LAB for costs incurred and services rendered up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, modifying schedules, reassigning personnel, decontaminating and/or disposing of equipment, disposal and replacement of contaminated consumables.
11. **Right of First Refusal:** Client grants to LAB a right of first refusal to match any offer relating to services similar to those provided hereunder which Client receives (or intends to make) upon termination of this Agreement for any reason and Client shall give LAB prompt written notice of any such offer and a reasonable opportunity to respond to it.
12. **Site Access:** Client grants a right of entry to the Site, to LAB, its employees, agents and subcontractors, to perform the Services. If Client does not own the Site, Client warrants that it has the permission of the owner of the Site to grant this right of entry to LAB.
13. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. This Agreement may be amended only by written instrument signed by each party.
14. **Precedence:** This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any Client-issued purchase order, requisition, notice to proceed, or like document regarding the Services.
15. **Survival:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and LAB shall survive the completion of Services hereunder and the termination of this Agreement.
16. **Equal Employment Opportunity:** If Client is required by law to obtain a pledge of compliance from LAB in its performance of the Services under this Agreement, LAB agrees to comply with the Equal Employment Opportunity and Affirmative Action Requirements of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and/or the Vietnam Era Veteran's Readjustment Act of 1974.
17. **Governing Law:** this Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Illinois, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
18. **Independent Contractor:** LAB shall have the status of an independent contractor, not that of an agent or employee. LAB shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors.
19. **Assignment, Successors and Assigns:** This Agreement shall not be assigned by either party without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld, provided, however, LAB shall have the right to assign this Agreement to any of its affiliates. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. 297-46.A

1. **Method of Payment:** Twice monthly, PDC Laboratories, Inc. ("LAB") will invoice Client for all Services rendered during the previous half month. Invoices will be due within 30 days from date of invoice. Any unpaid charges will draw interest at the lesser of 1 1/2% per month or the highest rate allowed by law, commencing 30 days after date of invoice. Client shall notify LAB in writing of any disputed amount within 15 days after date of invoice; otherwise all invoice charges are agreed to be acceptable.
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May 10, 2014

DARIEN POINT, LLC
C/O Mr. Mark Morrissey
Austin Highland Development Company
7000 Adams Street, Ste. #250
Willowbrook, IL 60527

RE: Professional Environmental Services
Heritage Plaza/Darien Pointe
7515 South Cass Avenue, Darien, Illinois

Mr. Morrissey,

Based on my understanding of your project and our call on Monday, June 9, 2014, I have developed the following scope of work. The estimated costs of the scope of work items outlined in this letter are estimates based on professional experience and not a formal proposal. This letter does not constitute an agreement between Austin Highland Development Company, Darien Point, LLC and/or Parsons.

Site Background:

The subject property located at 7515 South Cass Avenue (LPC# 04330275004) received a Focused No Further Remediation Letter (NFR) from the Illinois Environmental Protection Agency (IEPA) Site Remediation Program for a release associated with a dry cleaner on the property. Redevelopment of the property is proposed and certain considerations must be made during development to ensure the NFR remains valid. The proposed scope of work outlined below is based on the requirements outlined in the IEPA NFR letter dated December 18, 2013 provided by the Village of Darien.

Proposed Scope of Work:

- **Document Review/Professional Services** – A review of available environmental reports related to this Remediation Site and its NFR requirements will be conducted. A review of the building and construction plans will be compared to the requirements of the NFR. Provide recommendations for maintaining NFR status for the Remediation Site.
- **Safety Plan Development** – A safety plan will be developed to address possible worker exposure during excavation and construction activities within the Remediation Site Boundary. This plan will be consistent with NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, OSHA regulation (29CFR 1910 and 1926) and state regulations.
- **Soil Management Plan** – review of development and construction plans to ensure excavation areas in the Remediation Site Boundary are compliant with NFR requirements and applicable waste requirements.
 - Soil identified to remain on site is properly handled and utilized in an NFR compliant manner. (i.e. soil removed from a depth of 4 feet below current ground surface is returned to an equal or greater depth within the Remediation Site Boundary.)
 - Soil identified for off-site disposal is properly identified, profiled, disposed of and documented.



AGENDA MEMO

City Council

June 16, 2014

ISSUE STATEMENT

Approval of a RESOLUTION AUTHORIZING AN AMENDMENT TO EXHIBIT D (POST CLOSING DEVELOPMENT AGREEMENT) OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF DARIEN AND DARIEN POINTE, LLC

RESOLUTION [BACKUP](#)

BACKGROUND/HISTORY

The City of Darien and Darien Pointe, LLC entered into a Purchase and Sale agreement on May 19, 2014, for the redevelopment of the Heritage Center property. As part of the developer's due diligence review they had identified a concern with any additional re-development costs associated with compliance with the NFR requirements of the former dry cleaners. Staff met with the developers and an environmental consultant familiar with this issue. The NFR letter for the former dry cleaners includes standard language requiring such items as a safety plan for those workers on the site, a soil management and disposal plan, and some on-site environmental supervision. The consultant we met with provided a cost estimate to comply with the requirements of the NFR letter. The estimate is attached and includes an estimated cost between \$10,500 and \$12,700. The developer does not want to be responsible for the additional unanticipated expense and added the following language to the Post Closing Agreement to read:

4.7 The Subject Property is subject to certain requirements set forth in the Environmental No Further Remediation Letter recorded with the DuPage County Recorder on January 30, 2014, as Document R2014-008686 (the "NFR"). The parties acknowledge and agree that, pursuant to the terms of the NFR, the excavation and construction activities related to the Project may require the implementation of a safety plan, modification of an engineered barrier or possible supplemental remediation of contaminated soils on the Subject Property (collectively, "Supplemental Plan and Remediation").

4.8 The parties agree to share the costs and expenses of any Supplemental Plan and Remediation as follows:

- (a) City will pay the first \$10,000.00 of such costs and expenses.
- (b) Developer will be responsible for one-hundred (100%) percent of any such cost and expenses in excess of \$10,000.00.

4.9 From time to time, Developer will invoice the City for the City's share of the costs and expenses for any Supplemental Plan and Remediation, along with appropriate back-up documentation reasonably acceptable to the City. The City will reimburse Developer within fourteen (14) days of date of invoice. The attached resolution approves the revision to [Exhibit D \(Post Closing Development Agreement\)](#) of the Purchase and Sale Agreement between the City of Darien and Darien Pointe, LLC. The Exhibits were already approved and are not included in the agreement.

STAFF RECOMMENDATION

Staff considers this a reasonable request and recommends approval of the resolution.

ALTERNATE CONSIDERATION

As directed by the council.

DECISION MODE

This item will be on the June 16, 2016, City Council agenda for formal approval.

A RESOLUTION AUTHORIZING AN AMENDMENT TO EXHIBIT D (POST CLOSING DEVELOPMENT AGREEMENT) OF THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF DARIEN AND DARIEN POINTE, LLC

WHEREAS, the City of Darien and Darien Pointe, LLC entered into a Purchase and Sale agreement on May 19, 2014; and,

WHEREAS, Exhibit D of the Purchase and Sale Agreement is titled Post Closing Development Agreement, and

WHEREAS, Darien Pointe, LLC has requested a modification to the Post Closing Development Agreement; and

WHEREAS, The City Council determines that the proposed amendment is reasonable;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that [Exhibit D](#) of the Purchase and Sale Agreement (Post Closing Development Agreement) between City of Darien and Darien Pointe, LLC is approved as revised. A copy of the revised Agreement is attached to this Resolution.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of June, 2014.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of June 2014.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

- **Off-site Soil Disposal Profiling** – Establish a waste stream profile with a regional facility for the off-site disposal of impacted soils. This may include the collection and laboratory analysis of soil samples collected from the site. Additional costs may be required to expedite laboratory analysis if unwanted impacts to construction schedules are identified. Disposal costs are anticipated to be \$25 to \$35 per ton and would be billed directly to you or a designated contact. Parsons will not assume responsibility for disposal fees.
- **On-site oversight and documentation** – Provide personnel on-site to document construction activities within the Remediation Site Boundary, safety plan compliance, soil management plan compliance, and off-site disposal documentation. For estimation purposes it is assumed personnel will be on-site for five working days.
- **Documentation Package** – Provide a summary letter report with supporting documentation (waste manifests, photographic logs, and field notes) of activities conducted and methodology employed.

Total Scope of Work Estimate: \$10,500-\$12,700

If you have any questions, or require additional information, please contact Jason Price at (312) 930-5100.

Sincerely,



Jason Price

Project Manager

Cc: Mr. Daniel Gombac – Village of Darien

POST-CLOSING DEVELOPMENT AGREEMENT

THIS POST-CLOSING DEVELOPMENT AGREEMENT (“Agreement”) is dated this ___ day of ___, 201_, by and between the City of Darien, DuPage County, Illinois (“City”) and Darien Pointe, LLC, an Illinois limited liability company (“Developer”).

RECITALS:

- A. City and Developer are parties to a certain Purchase and Sale Agreement dated the 19th day of May, 2014 (“PSA”).
- B. Pursuant to the PSA, the City agreed to sell certain property described therein (the “Subject Property”) to Developer for purposes of developing a retail shopping center thereon.
- C. The PSA also called for the parties to enter into this Agreement upon closing of the transaction pursuant to which Developer took title to the Subject Property.
- D. The parties have closed the transaction, Developer now holds title to the Subject Property.
- E. In fulfillment of their agreement in the PSA, the parties now desire to enter into this Post-Closing Development Agreement in the manner set forth hereinbelow.

Accordingly, it is hereby agreed between the parties as follows:

Section 1. Definitions.

- 1.1 For purposes of this Agreement, “Closing Date” shall mean the date upon which the Developer’s acquisition of the Subject Property from the City closed at the title company.
- 1.2 “Commence Construction” shall mean that Developer shall have obtained all permits and financing necessary to develop the “Project” (as defined herein) and shall have actually begin the physical demolition, earthwork, and related initial steps toward development of the Project.

1.3 "Project" shall mean the development of the Subject Property for a retail shopping center substantially in accordance with the following identified plans and drawings:

- (a) The Site Plan (as identified in Section 5.04 of the parties' Purchase and Sale Agreement).
- (b) Architectural renderings prepared by Shive Hattery, consisting of one (1) sheet identified as "Darien Heritage Plaza/Northeast corner of South Cass Avenue and Plainfield Road, Darien, Illinois," dated as of 5-13-14 (one (1) sheet) on file with the Seller's City Clerk.
- (c) Architectural plans prepared by Shive Hattery and revised as of 5-13-14.
- (d) Engineering plans prepared by Spaceco, Inc. and revised as of May 14, 2014.

1.4 "Substantial Completion" or "Substantially Completed" shall mean that the Project is completed to such an extent that it is suitable to receive at least a temporary Occupancy Permit from the City in accordance with applicable City codes and ordinances.

Section 2. Agreement to Construct Project; Commencement Date.

2.1 Developer agrees to proceed with due diligence to construct the Project.

2.2 Developer hereby agrees to Commence Construction of the Project within sixty (60) days of Closing Date.

2.3 In the event Developer does not Commence Construction within sixty (60) days of the Closing Date, the City, at its option, may repurchase the Subject Property for the sum of ONE MILLION & 00/100 (\$1,000,000.00) DOLLARS. In the event the City exercises this option, the parties shall close on the City's repurchase within thirty (30) days after the date the City provides notice of its exercise of this right.

Section 3. Substantial Completion; Security.

3.1 Once Developer Commences Construction, Developer shall proceed with due diligence to complete construction of the Project.

3.2 Developer shall complete construction of the Project within one-hundred eighty (180) days from when Developer Commences Construction.

3.3. Developer shall not be considered in default of the obligations set forth herein if Developer is delayed in or prevented from the performance of any act required to be performed by Developer including refusals of any of the tenants referred to in Article 6 of the PSA to vacate the Subject Property in violation of a previously-issued lease termination notice, Acts of God, strikes, lockouts, unavailability of materials (provided that same have been ordered in a timely manner and there is no alternative source of material that would conform with the approved plans or that is agreed upon between the parties), failure of power affecting the Subject Property, prohibitive governmental laws or regulations (not including failure of a party required to obtain permits to obtain such permits), riots, insurrections, acts of terrorism or war, the act or failure to act of the other party in accordance with the terms hereof, adverse weather conditions preventing the performance of work, failure of the performing party to secure permits for the performance of such work provided that such permits have been properly and timely applied for and provided that Developer is diligently proceeding with regard to obtaining such permits (in each case, an "Event"), then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Upon completion of an Event such that work may be resumed, Developer shall provide the City with a revised completion schedule, the approval of which shall not be unreasonably denied or disputed by the City.

3.4 In order to secure this obligation, Developer shall post a bank Letter of Credit from an institution and in a form reasonably acceptable to the City guaranteeing such construction. Developer, from time to time, may request, and the City will approve, partial draw downs on the Letter of Credit provided that the Letter of Credit shall not be reduced to less than

TWENTY-FIVE (25%) PERCENT of Developer's construction costs. The Letter of Credit shall be in an amount equal to ONE HUNDRED TEN (110%) PERCENT of Developer's engineer's estimate of the cost of construction of the Project. Such estimate shall be subject to the reasonable approval of the City engineer.

Section 4. Improvement of Public Use Site; Supplemental Plan and Remediation; Cost Sharing; Conveyance to City.

4.1 The southwest corner of the Project, which is intended to be improved as a public use amenity to include a fountain and clock tower as described in the Site Plan attached to the PSA as Exhibit B, is hereinafter referred to as the "Public Use Site."

4.2 As part of the construction of the Project, Developer will improve the Public Use Site as a public use amenity in accordance with plans to be prepared and submitted to Developer by the City (the "Public Use Improvements").

4.3 Prior to the commencement of construction, Developer and City will agree upon an overall construction budget for the Public Use Improvements. The budget shall consist of cost of materials and actual labor and construction costs and shall not include any additional increment for overhead or profit to Developer or any affiliate of Developer.

4.4 The parties agree to share the cost of construction of the Public Use Improvements as follows:

- (a) The parties will share the first \$100,000.00 of the Public Use Improvement costs on a 50%-50% basis.
- (b) City will be responsible for one-hundred (100%) percent of Public Use Improvement construction costs in excess of \$100,000.00.

4.5 From time to time, Developer will invoice the City for the City's share of the Public Use Improvements construction costs, along with appropriate back-up documentation reasonably acceptable to the City. The City will reimburse Developer within fourteen (14) days of date of invoice.

4.6 Upon completion of the Project, Developer will convey merchantable title of the Public Use Site and Public Use Improvements to the City for the nominal sum of TEN & 00/100 (\$10.00) DOLLARS.

4.7 The Subject Property is subject to certain requirements set forth in the Environmental No Further Remediation Letter recorded with the DuPage County Recorder on January 30, 2014, as Document R2014-008686 (the "NFR"). The parties acknowledge and agree that, pursuant to the terms of the NFR, the excavation and construction activities related to the Project may require the implementation of a safety plan, modification of an engineered barrier or possible supplemental remediation of contaminated soils on the Subject Property (collectively, "Supplemental Plan and Remediation").

4.8 The parties agree to share the costs and expenses of any Supplemental Plan and Remediation as follows:

(a) City will pay the first \$10,000.00 of such costs and expenses.

(b) Developer will be responsible for one-hundred (100%) percent of any such cost and expenses in excess of \$10,000.00.

4.9 From time to time, Developer will invoice the City for the City's share of the costs and expenses for any Supplemental Plan and Remediation, along with appropriate back-up documentation reasonably acceptable to the City. The City will reimburse Developer within fourteen (14) days of date of invoice.

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Section 5. Prohibited Uses; Additional Chase Restrictions.

5.1 Attached to this Agreement as **Exhibit 1** is an enumeration of certain prohibited land uses (the “Prohibited Uses”). Notwithstanding anything to the contrary appearing in the City’s zoning ordinance, no part of the Subject Property may be used for a Prohibited Use unless such use is specifically approved by the City’s corporate authorities.

5.2 In addition to the Prohibited Use restrictions, Developer is aware and will abide by the Prohibited Use restrictions set forth in the Reciprocal Easement Agreement between the City and Chase Bank (Document No. R2012-109568).

Section 6. Removal of Existing Tenants.

6.1 Pursuant to the PSA, the City has terminated the month-to-month leases of all tenants occupying the Subject Property.

6.2 In the event eviction litigation against any of said tenants has been initiated by the City, and said action is still pending as of the date of this Agreement, Developer will substitute for the City as party plaintiff to any such action.

6.3 In the event the City has issued a lease termination notice as to any such tenant, the tenant has not vacated the leased premises as of the date of this Agreement, but the City has not initiated eviction litigation as of the date of this Agreement,, Developer shall initiate such litigation.

6.4 In the event of any litigation brought pursuant to Sections 6.2 and 6.3 above, the City will reimburse Developer for all fees and costs incurred in connection with evicting such tenants including Developer’s reasonable attorney’s fees.

6.5 Notwithstanding the above, in the event Developer enters into an agreement with one or more of the tenants pursuant to which Developer permits such tenant(s) to hold over until

a particular date, the City shall have no obligation to reimburse Developer for attorney's fees incurred by Developer in the event any such tenant refuses to vacate a leased premises pursuant to its agreement with Developer.

Section 7. Remedies.

7.1 Developer's Default. If Developer defaults under the terms of this Agreement for any reason other than (i) termination hereof pursuant to a right granted to Developer to do so, or (ii) breach by City of its representations, warranties or agreements hereunder, then City, as City's sole remedy, City hereby waiving all other remedies, shall have the right to terminate this Agreement by giving Developer written notice thereof, in which event neither party hereto shall have any further rights, duties or obligations hereunder.

7.2 City's Default. If City defaults under the terms of this Agreement for any reason other than termination hereof pursuant to a right granted to City to do so, or if any of City's representations or warranties made hereunder should be false or misleading in any material respect, Developer may (a) terminate this Agreement by notifying City thereof, in which case City shall pay Developer its actual costs incurred in performing its due diligence under this Agreement, or (b) proceed to exercise any and all remedies available to it at law or at equity, including the right of specific performance of the obligations of City hereunder.

Section 8. Miscellaneous.

8.1 Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns.

8.2 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE

IN THE COUNTY WHERE THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY ILLINOIS LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.

8.3 Entire Agreement. This Agreement and the PSA, taken together, represent the entire agreement between City and Developer concerning the sale of the Property and supersede any prior agreements relating thereto. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by both parties to be bound.

8.4 Survival. Any of the provisions of this Agreement which expressly provide for their survival and any provisions pertaining to a period of time following Closing shall survive Closing and the delivery of the Deed and shall not be merged therein. All indemnity provisions in this Agreement and the Purchase and Sale Agreement shall survive the Closing or any termination of this Agreement.

8.5 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

8.6 Severability. If any provisions of this Agreement applicable to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and

unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.7 Headings. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

8.8 Waiver of Conditions by Developer. Notwithstanding any provision of this Agreement, Developer may, at its sole option, waive any provision that is a condition to its performance hereunder.

8.9 Time is of the Essence. Time is of the essence with respect to this Agreement.

8.10 Attorneys' Fees. In the event of litigation concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, court costs and expenses, whether at the trial or appellate level.

8.11 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested, or (ii) by delivering the same in person to such party. Notice given in accordance with (i) above shall be effective when mailed. Notice given in accordance with (ii) above shall be effective upon receipt at the address of the addressee or upon refusal to accept delivery (such refusal being evidenced by advice from

the courier company or individual used to make delivery). For purposes of notice, the addresses of the parties shall be as follows:

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

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

Developer: Darien Pointe, LLC
7000 South Adams Street, Suite 250
Willowbrook, Illinois 60527
Attn: Mr. Edward F. Paliatka

With copies to: Crowley Barrett & Karaba, Ltd.
20 South Clark Street, Suite 2310
Chicago, Illinois 60603
Attn: Tonya M. Parravano

Either party may change its address by notice to the other party.

8.12 Business Days and Holidays. Whenever any time limit or date provided herein falls on a Saturday, Sunday or holiday observed by national banking associations in the State of Illinois (“**Bank Holiday**”), then such date shall be extended to the next day which is not a Saturday, Sunday or Bank Holiday. The term “**business day**” means any weekday which is not a Bank Holiday.

87.13 Rule of Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

8.14 Exhibits. All exhibits or addenda referred to in this Agreement are incorporated herein for all purposes.

Section 9. Waiver of Jury Trial.

DEVELOPER AND CITY HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR PERMISSIVE COUNTERCLAIM INVOLVING ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 10. Recordation. The parties agree to cause a certified copy of this Agreement or a Memorandum thereof to be recorded in the Office of the DuPage County Recorder of Deeds against the Subject Property with the parties jointly sharing the expense of recording.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement as of the date written above.

PURCHASER:

SELLER:

DARIEN POINTE, LLC,
an Illinois limited liability company

CITY OF DARIEN, a Municipal
corporation

By: _____

By: _____

Name: _____

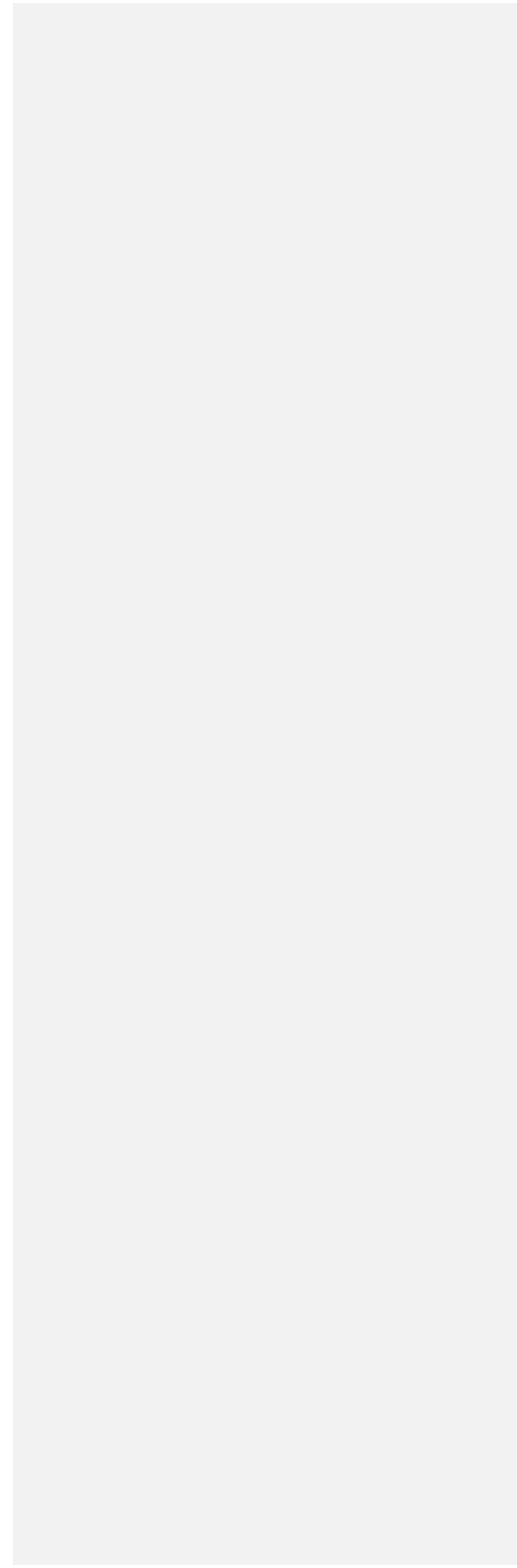
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



May 10, 2014

DARIEN POINT, LLC
C/O Mr. Mark Morrissey
Austin Highland Development Company
7000 Adams Street, Ste. #250
Willowbrook, IL 60527

RE: Professional Environmental Services
Heritage Plaza/Darien Pointe
7515 South Cass Avenue, Darien, Illinois

Mr. Morrissey,

Based on my understanding of your project and our call on Monday, June 9, 2014, I have developed the following scope of work. The estimated costs of the scope of work items outlined in this letter are estimates based on professional experience and not a formal proposal. This letter does not constitute an agreement between Austin Highland Development Company, Darien Point, LLC and/or Parsons.

Site Background:

The subject property located at 7515 South Cass Avenue (LPC# 04330275004) received a Focused No Further Remediation Letter (NFR) from the Illinois Environmental Protection Agency (IEPA) Site Remediation Program for a release associated with a dry cleaner on the property. Redevelopment of the property is proposed and certain considerations must be made during development to ensure the NFR remains valid. The proposed scope of work outlined below is based on the requirements outlined in the IEPA NFR letter dated December 18, 2013 provided by the Village of Darien.

Proposed Scope of Work:

- **Document Review/Professional Services** – A review of available environmental reports related to this Remediation Site and its NFR requirements will be conducted. A review of the building and construction plans will be compared to the requirements of the NFR. Provide recommendations for maintaining NFR status for the Remediation Site.
- **Safety Plan Development** – A safety plan will be developed to address possible worker exposure during excavation and construction activities within the Remediation Site Boundary. This plan will be consistent with NIOSH Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities, OSHA regulation (29CFR 1910 and 1926) and state regulations.
- **Soil Management Plan** – review of development and construction plans to ensure excavation areas in the Remediation Site Boundary are compliant with NFR requirements and applicable waste requirements.
 - Soil identified to remain on site is properly handled and utilized in an NFR compliant manner. (i.e. soil removed from a depth of 4 feet below current ground surface is returned to an equal or greater depth within the Remediation Site Boundary.)
 - Soil identified for off-site disposal is properly identified, profiled, disposed of and documented.



- **Off-site Soil Disposal Profiling** – Establish a waste stream profile with a regional facility for the off-site disposal of impacted soils. This may include the collection and laboratory analysis of soil samples collected from the site. Additional costs may be required to expedite laboratory analysis if unwanted impacts to construction schedules are identified. Disposal costs are anticipated to be \$25 to \$35 per ton and would be billed directly to you or a designated contact. Parsons will not assume responsibility for disposal fees.
- **On-site oversight and documentation** – Provide personnel on-site to document construction activities within the Remediation Site Boundary, safety plan compliance, soil management plan compliance, and off-site disposal documentation. For estimation purposes it is assumed personnel will be on-site for five working days.
- **Documentation Package** – Provide a summary letter report with supporting documentation (waste manifests, photographic logs, and field notes) of activities conducted and methodology employed.

Total Scope of Work Estimate: \$10,500-\$12,700

If you have any questions, or require additional information, please contact Jason Price at (312) 930-5100.

Sincerely,



Jason Price

Project Manager

Cc: Mr. Daniel Gombac – Village of Darien