
**EXECUTIVE SESSION – 7:00 P.M. – PENDING LITIGATION SECTION 2(C)(11) OF
THE OPEN MEETINGS ACT**

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

September 19, 2011

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes – September 6, 2011
6. Receiving of Communications
7. Mayor's Report
 - A. Police Chief Appointment – Ernest Brown
 - B. ComEd
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
 - A. Warrant Number — 11-12-09
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
14. Old Business

15. Consent Agenda
 - A. Consideration of a Motion to Approve the Our Lady of Peace Catholic School 5K Run Scheduled for October 16, 2011, at 8:00 A.M.
 - B. Consideration of a Motion to Approve an Ordinance Authorizing the Sale of Personal Property Owned by the City of Darien
 - C. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator to Renew the Dental Insurance Plan with Delta Dental from October 1, 2011 to September 30, 2013
 - D. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator and City Clerk to Enter into Installment Purchase Agreement with Hinsdale Bank & Trust Co. for the Financing of Police Vehicles

16. New Business
 - A. Consideration of a Motion to Approve a Resolution Accepting and Authorizing the Mayor and City Administrator to Execute a Grant Agreement with the State of Illinois, Illinois Department of Commerce and Economic Opportunity (DCEO), for a \$150,000 Grant, No. 11-203320

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

18. Adjournment

EXECUTIVE SESSION – PERSONNEL, SECTION 2(C)(1) OF THE OPEN MEETINGS ACT

It was moved by Alderman Poteraske and seconded by Alderman Schauer to go into Executive Session for the purpose of discussing Personnel, Section 2(C)(1) of the Open Meetings Act at 7:00 P.M.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

It was moved by Alderman Marchese and seconded by Alderman McIvor at 7:33 P.M. to recess into open session.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

SEPTEMBER 6, 2011

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:35 P.M. by Mayor Weaver.

2. **PLEDGE OF ALLEGIANCE**

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

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

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

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

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

5. **APPROVAL OF MINUTES** – City Council, August 15, 2011

It was moved by Alderman Beilke and seconded by Alderman Schauer to approve the minutes of the City Council of August 15, 2011, as presented.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

6. **RECEIVING OF COMMUNICATIONS**

Alderman Marchese spoke with resident Ray Krusinski of Royal Swan regarding the recently completed ditch project; with excessive rain, the completed ditch worked well.

7. **MAYOR’S REPORT**

**A. MAYORAL PROCLAMATION “CHAMBER OF COMMERCE WEEK”
(SEPTEMBER 12-16, 2011)**

Mayor Weaver read into the record the Proclamation declaring September 12 through 16, 2011 as “Chamber of Commerce Week” in the City of Darien

Clare Bongiovanni accepted the Proclamation and spoke briefly of Darien’s Chamber. She reminded residents that Darien Fest would take place this upcoming weekend - September 9, 10 and 11.

8. **CITY CLERK’S REPORT**

City Clerk Ragona invited all to attend Coffee with the Mayor on September 17, 2011 from 9 A.M. to 10 A.M. at Carmelite Carefree Village located at 8419 Bailey Road.

9. **CITY ADMINISTRATOR’S REPORT**

No Report.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac advised that Clarendon Hills Road would be closed from September 8 - 16 due to Darien Fest and storm sewer maintenance construction.

11. **TREASURER'S REPORT**

A. WARRANT NUMBER 11-12-08

It was moved by Alderman Poteraske and seconded by Alderman Beilke to approve payment of Warrant Number 11-12-08 for FYE 2012 in the amount of \$77,833.74 from the General Fund; \$278,582.79 from the Water Fund; \$6,140.29 from the Motor Fuel Tax Fund; \$5,771.55 from the Capital Improvement Fund; \$215,831.97 General Fund Payroll for the period ending 08/25/2011; \$20,439.06 from the Water Fund Payroll for the period ending 08/25/2011; for a total to be approved of \$604,599.40.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

12. **STANDING COMMITTEE REPORTS**

Municipal Services Committee — Chairman Marchese advised that the next Municipal Services Committee meeting is scheduled to take place on September 26, 2011 at 6:30 P.M. He submitted, for the record, Minutes from the July 25, 2011 meeting.

Police Committee — Chairman McIvor advised the next Police Committee meeting is scheduled to take place on October 6, 2011 at 6:00 P.M. in the Council Chambers. She submitted, for the record, Minutes from the July 7, 2011 meeting. She announced that there were openings for the Citizen Academy, which begins September 7th; if interested contact the Police Department at 630) 971-3999.

Administrative/Finance Committee — Chairman Poteraske advised that the next Administrative/Finance Committee meeting is scheduled to take place on September 12, 2011 at 6:30 P.M. He submitted, for the record, Minutes from the August 8, 2011 meeting.

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

There were no questions and/or comments.

14. **OLD BUSINESS**

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

15. **CONSENT AGENDA**

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

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

- A. **A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE CLASS “J” TEMPORARY LIQUOR LICENSE FOR THE INDIAN PRAIRIE LIBRARY**
- B. **A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE CLASS “J” TEMPORARY LIQUOR LICENSE FOR OUR LADY OF PEACE HOME & SCHOOL ASSOCIATION**

- C. **ORDINANCE NO. O-20-11** **AN ORDINANCE APPROVING A SPECIAL USE AND VARIATIONS TO THE DARIEN ZONING ORDINANCE AND DARIEN SIGN CODE (PZC 2011-09: 1033 S FRONTAGE ROAD, GREAT DANE)**

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

16. **NEW BUSINESS**

- A. It was moved by Alderman Poteraske and seconded by Alderman Schauer to approve:

- RESOLUTION NO. R-74-11** **A RESOLUTION APPROVING THE RELEASES OF EASEMENT RIGHTS IN THE DARIEN PUBLIC WORKS SUBDIVISION**

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

- B. It was moved by Alderman Marchese and seconded by Alderman McIvor to approve:

RESOLUTION NO. R-75-11

A RESOLUTION ACCEPTING A PROPOSAL FROM JAMES D. FIALA PAVING CO. INC. FOR THE REMOVAL AND REPLACEMENT OF BITUMINOUS APRONS AND ROAD PATCHES AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF SEPTEMBER 7, 2011 THROUGH APRIL 30, 2012

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

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

Alderman Seifert announced that “Salute the Armed Forces” group would be selling 9-11 Commemorative Coins in the amount of \$15.00 at Darien Fest. He asked that all support the cause and that all funds go to veterans for rehabilitation.

9-11 services would be held on September 11th at:

- Darien-Woodridge Fire Station on Lyman Avenue at 8:45 A.M.;
- Tri-State Fire Station on Plainfield Road at 11:00 A.M.; and
- Darien Fest at 4:30 P.M.

18. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 7:53 P.M.

EXECUTIVE SESSION – RECONVENED

Council reconvened into Executive Session at 7:58 P.M. to continue discussion about Personnel as prescribed by Section 2(C)(1) of the Open Meetings Act, with no action to be taken.

It was moved by Alderman Seifert and seconded by Alderman Beilke to adjourn from Executive Session at 9:59 P.M.

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

Nays: None

Absent: McIvor

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Mayor

City Clerk

JER

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 09-06-11.
Minutes of 09-06-11 CCM

PRESS RELEASE

For Immediate Release

September 15, 2011

For More Information Please Call Kathleen Weaver at 708-805-1397

OFFICE OF THE MAYOR Mayor Kathleen Weaver

Mayor Weaver brings forward Chicago Bureau Chief Ernest Brown for Appointment as Darien Police Chief

Mayor Weaver today announced Ernest Brown as her selection for appointment as Darien Police Chief. Ernest Brown, a 28 year veteran of the Chicago Police Department, is currently responsible for nearly 8,000 uniformed personnel in the Bureau of Patrol, which includes all operational patrol functions, the helicopter unit, equestrian unit, traffic control section, SWAT, mobile strike force, targeted response unit, and marine unit. Previously he held the position of Chief of Organized Crime Division and has vast experience developing and proactively implementing crime reduction strategies. Mr. Brown said, "I look forward to serving the community and working with the men and women of the Darien Police Department." Mr. Brown, also a veteran of the United States Air Force, welcomes the opportunity to share his professional experiences at a time when police protection is more challenging than ever. "Ernest has had an extremely honorable career in law enforcement and brings a tremendous amount of experience and leadership to Darien," said Mayor Weaver.

To assist Mayor Weaver in her responsibility of appointing a police chief she looked to the assistance of 5 local residents that volunteered their time to serve on the advisory committee which had the responsibility of aiding in the recruitment process. The resident group included David Kesler, Jim Bulla, John Gonczy, Chuck Slaybough, and David Gore. These residents reviewed and assessed approximately 100 Illinois applicant's resumes. After reviewing all applicants and tallying their scores, Mayor Weaver, city staff, and three members of the advisory committee interviewed the top 10 candidates. After the interview process, this core group narrowed the field to three candidates who were then interviewed again by the Mayor and city

staff. Mayor Weaver stated "Although I was presented with an excellent field of candidates, Mr. Brown emerged as my top choice, primarily due to his commitment to developing police strategies and his wide range of experience in police operations along with his intergovernmental approach to police services."

Administrator Bryon Vana said that "The City of Darien is fortunate to bring someone on board that has the amount of police experience that Ernest has attained through his successful career. He has been an excellent leader in the Chicago Police Department and has been recognized for heroism and innovation in the field of law enforcement."

July 20, 2011

Re: Chief of Police Search, Darien, Illinois Police Department

To: Bryon D. Vana
City Administrator
1702 Plainfield Road
Darien, Illinois 60561

My name is Ernest Brown. I am currently employed with the Chicago Police Department for the past 28 years. I currently serve the citizens of Chicago as the Deputy Superintendent responsible for the Bureau of Patrol. In that capacity I am responsible for the nearly 8,000 uniformed personnel that comprise the Bureau. Included within my span of control are all basic patrol functions, the Helicopter Unit, Equestrian (mounted) Unit, Traffic Control Section, SWAT, Mobile Strike Force, Targeted Response Unit, and Marine Unit. Additionally, I am charged with developing and implementing comprehensive crime reduction strategies, monitoring issues of collective bargaining related to the transfer and other movement of personnel within the Bureau. I have previously served in the Bureau of Investigative Services as the Chief of the Organized Crime Division. I have served in the command ranks of the Department for approximately 10 years.

I am submitting this letter to express my interest in the position of Chief of Police with the Darien, Illinois Police Department. After having served for many years in a large metropolitan department, I am still in possession of a full repertoire of innovative ideas, creative energy and positive experiences in garnering community support and fostering those positive relationships that lead to healthy partnerships between the law enforcement agency and the citizens we serve. I look forward to working in a highly charged fertile environment where I will be able to both share in my experience and learn from those challenges I have yet to face and the experience of those around me.

I am submitting both this letter and resume for consideration for the position. I would like to thank you in advance for your consideration.

Sincerely,

Ernest Brown

Ernest Brown

Executive Summary

I have approximately thirty three years of law enforcement experience in a wide array of different areas ranging from retail loss prevention to college campus public safety. The last twenty eight years have been spent in municipal law enforcement with the Chicago Police Department. My greatest strength is my ability to garner the support of and interface with the community in order to address problems related to crime and chronic disorder. I am innovative and creative in my thought process and have manifested a willingness to think "outside of the box". Last, but certainly not least is a proven history of success in reducing crime and problem solving in each command over the past ten years in the various positions held. My other strengths lie in my leadership and ability to gain the respect of subordinates, willingness to think "outside the box", creativity and innovation in problem solving, and the ability to mobilize collaborative resources while engaging in problem solving.

Professional Background

Deputy Superintendent Chicago Police Department

06/10 to Present

Responsible for the deployment and resource allocation for the Department's nearly 8,000 uniformed officers of the Chicago Police Department. Responsible for the development and implementation of strategies related to crime reduction and the day to day field operation of SWAT, Mobile Strike force, The Helicopter Unit, Traffic Enforcement, Mounted Unit, Targeted Response Unit, Troubled Building Unit, Dignitary Protection and all other operational patrol functions.

- Initiated Operation Return to Owner a collaboration between state, local and federal agencies to address crime and disorder.
- Initiated a strategy to eliminate chronic gang and narcotic loitering hot spots.
- Reorganized Bureau of Patrol Administration to allow for more effective use of resources
- Developed a strategy to reduce the number of guns and more effectively pursue gun traffickers.
- Initiated a strategy to reduce the number 150 potential uniform options.
- Re-Aligned Patrol division resources to ensure they adequately addressed crime and disorder issues.

Chief of Organized Crime Chicago Police Department

10/08 to 06/10

Responsibilities include oversight for and monitoring of the Department's law enforcement response to gangs, guns and drugs. Within my command are the Gang Enforcement Unit, Narcotics Section, Gang Investigations Section and the vice Control Section. Included in these commands are the Asset Forfeiture Section, Animal Crimes Section, and the Vehicle TRAP Section. The oversight for these units include; budgetary oversight and oversight for the Department's state and federal seizure accounts which total over 9 million dollars. Additionally, as the Chief I am responsible for developing strategies to pro-actively address crime and chronic disorder and collaborate on the implementation of such strategies and ensuring that the efforts of the Organized Crime Division fully supports the goals and objectives of the Department at large.

- Hosted the 1st annual gun summit.
- Identified and implemented a strategy to suspend the driver's licenses of offenders caught with weapons in vehicles.
- Developed a protocol for targeting mid-level drug dealers using the Asset Forfeiture Unit.
- Initiated the first ever independent audit of the Department's 1505 Seized assets fund.
- Established a protocol to interface with district commanders in the Patrol Division
- Shifted the Division's focus to more effectively address violent crime and public violence.
- Re-tooled the Vice Control Section in order to facilitate investigations that identified the facilitators, panderers and human trafficking offenders..
- Utilized intelligence and municipal statutes to close two motels used for criminal conduct.

Commanding Officer
Chicago Police Department

3/2008 to 10/08

Assigned as a Commanding Officer within the Detective Division. I supervised the day to day operation of approximately 100 Detectives who have the follow-up responsibility for investigations related to homicides, Robberies, Sex Offenses, Missing Persons etc. Additionally responsible for team building, developing and implementing strategies related to community interface. I am also tasked with the development and interface in multi agency and multi jurisdictional functions related to crime prevention and crime reduction.

- Utilized Geographic profiling theories to track robbery offenders
- Requested a separate location code be assigned to transit bus stops where robberies were occurring.
- Had oversight for and participated in several high profile homicide investigations.
- Established protocols to ensure the periodic audit of investigative files to ensure sustainable prosecutions.
- Had oversight for and tracked DNA and other forensic evidence pertaining to open or active investigations.

Assistant Deputy Superintendent
Chicago Police Department

2006 to 2008

The position was intended to provide the department with adequate leadership and allow for command actions in the stead of and with the authority of the Superintendent and First Deputy Superintendent in their absence. I was responsible for responding to critical incidents, newsworthy incidents and any incident involving the use of deadly force by a sworn member of the Department. My specific function is to have oversight for the investigations surrounding these incidents and serve in a "risk management" capacity to ensure that the legal exposure to the Department is minimized and the interests of the citizens is properly served.

- Interface with citizens, local elected officials and community leaders from across the city to address crime and chronic disorder.
- Submitted recommendations that have been adopted as Department-wide initiatives: tracking youth violence within schools, elimination of non-productive units, Developed strategy for dealing with problem buildings and land lords.
- Respond to critical incidents such as police shootings, hostage barricade incidents, and hazardous materials incidents to ensure that the Department's needs are addressed.
- Developed and submitted for consideration various strategies related to enhancing the operations of the Chicago Police Department such as, strategies for cannabis enforcement, use of crime scene protection screens, and tracking and intervention strategies for youthful offenders.

Commander-003rd District
Chicago Police Department

4/2002 to 8/2006

My duties and responsibilities included the day to day management of a District including management of all personnel resources, developing strategies that would reduce crime and create citizen partnerships under the auspices of the CAPS model. Additionally, to ensure that the goals and objectives of the Department are met and to implement the violence reduction initiatives established Department-wide

- As a District Commander of the third district I designed and implemented a strategy intended to reduce criminal activity at local gas stations. This strategy was ultimately adopted as a Department-Wide best practice. Further, the physical design changes implemented by the gas stations were adopted by corporate gas suppliers throughout the city. The strategy involved collaboration with city attorneys, oil supplier's, owners and the community. As a result crime at gas stations was reduced by 33%.
- As the District Commander of the third district while working with the community, clergy, local elected officials and community groups created an annual event intended to be a symbolic fight against guns, gangs, drugs and violence. "HANDS ACROSS THE DISTRICT" garnered both local and national news coverage
- As the Commander of the third district reduced overall crime during each of the four years of my tenure.
- Developed a strategy to reduce crime at H.U.D. supported complexes intended to reduce crime while creating a collaborative relationship between management, residents and the Chicago Police Department.
- Developed a strategy to address problem buildings that was adopted as city-wide model.
- Developed a strategy to address problem business establishments and create stakeholders of businesses.

Commander-City-Wide Public Housing
Chicago Police Department

4/2000 to 4/2002

As the Commander of the Public Housing Section I was responsible for establishing a unit and related protocols within current Department directives. At one time there were five hundred and twenty police officers assigned to the unit located at five different geographic sites

- As the commander of the Public Housing Section designed a beat strategy that would optimize the newly adopted vertical patrol service delivery strategy of the expanded Public Housing Section.
- Developed programs that brought together multiples of seeming un-related entities in order to holistically address crime and disorder issues
- Collaborated with residents and leadership to develop community policing strategies.
- Reduced crime for two years in a row, notwithstanding resident population reductions.
- Designed and implemented a Community Policing strategy for service delivery to a citizen base that was traditionally suspicious and distrusting of police.
- During my tenure as both the commander of the Public Housing Section and the third district led the city in arrest activity directed toward crime reduction.

Commanding Officer-Gang Investigations Unit
Chicago Police Department

10/99-3/2000

- Initiated investigation resulting in joint federal investigation into Black Disciples street gang resulting in the take down of the leadership, commenced as "OPERATION PICK-UP".

Lieutenant/Acting Deputy Chief
Chicago Police Department/CHA Police Department

5/99-10/99

- As a Lieutenant assigned to the Mayor's Transition team had oversight for the operational component of the Chicago Housing Authority Police Department including its disbanding. The disbanding process included disposal of and preservation of evidence, collection of officer credentials, insuring integrity of ongoing criminal cases and all other factors related to the disbanding of the Department. Served as the acting Deputy Chief of the Chicago Housing Authority Police Department during the transition.

Lieutenant -Tactical Lieutenant 005th District

2/99-5/99

Lieutenant-Field Lieutenant- 003rd District

10/98-2/99

Sergeant-Area Two Detective Division

6/98-9/98

- Developed a strategy that required investigators to more actively pursue burglary investigations.

Sergeant-Administrative Dep. Supt. Charles Ramsey

2/97-6/98

- As a Sergeant assigned to the Bureau of Administrative Services I was tasked with designing and implementing a strategy to increase minority participation in the entry level examination process. As a result a team of "Ambassadors" was interviewed, hired, trained and during a three month period developed over 100 self initiated contacts and significantly increased minority participation in the subsequent entry level testing process. Also responsible for line-item budgeting, procurement, Oversight for the Employee Assistance Program, Management and Labor Affairs, Preventive Programs and Chicago's Alternative Policing Strategy.

Sergeant-Education & Training Division

3/95-2/97

- Co-developed a curriculum for teaching Diversity in the work place. The course-work involved celebrating differences as opposed to highlighting them. The course was used to teach probationary police officers how to manage diversity in the work place for approximately five years.

Sergeant-Internal Affairs Division

5/90-3/95

- As a Sergeant assigned to the Internal Affairs Division designed and implemented a strategy intended to address the burgeoning problem of police impersonators. Created a vehicle and modus operandi data base that was used to track, identify and apprehend impersonators. The mission resulted in numerous arrests.

search warrants and the identification of impersonators. The team that I led ultimately completed an investigation that resulted in the arrest of a police detective for a series of criminal sexual assaults.

Narcotics Investigator/Police Officer

4/83-6/90

- Served as a uniformed officer engaged in aggressive preventive patrol
- Served as a tactical (plain clothes) officer responsible for targeting violent crimes offenders. Made numerous arrests resulting in successful prosecutions.
- Served as a narcotics investigator worked on several multi-jurisdictional task forces, including multi state and OCA-DETF task forces. Was the affiant on numerous search warrants, certified as an expert witness relative to Estimated Street Value on narcotics cases, testified in numerous other narcotics cases in state court and participated in several multi-agency/jurisdictional task forces.

Education

Bachelor of Arts Degree, Criminal Justice Concentration
Chicago State University

1998
Chicago, Illinois

Master's of Business Administrations
St. Xavier University

2011
Chicago, Illinois

GPA: 3.7 Anticipated graduation date: pending

Additional Experience

- Loss Prevention/Risk Management, May Department Stores-Management
- Campus Security & Dignitary Protection, University of Chicago Police Department
- Financial Analysis & Investigations, Dun & Bradstreet Inc.

Affiliations

- Member, International Association of Chiefs of Police
- Member (inactive) Screen Actors Guild
- Chairman Illinois Interstate Gun Trafficking Task Force
- Member, National Organization of Black law Enforcement Executives (NOBLE)
- Member, South East Church of Christ
- Member, Association of Criminal Justice Sciences

Training/Certifications

- Management Training, 2 week course University of Illinois@ Chicago
- New Mexico Tech-Incident Response to Terrorist Bombings-Awareness Level
- Management Response to Suicide Bombers, Socorro, New Mexico Tech EMRTC
- Management response to Terrorist Incidents, Greenbay, Wisconsin
- WMD Standardized Awareness Training Program
- Critical Incident Management Training
- National Incident Management System (NIMS) Training, course 100-800b (except 400)
- Weapons of Mass Destruction, Tactical Commanders Course.

- Terrorism Awareness and Response Academy

Honors

- Seven (7) Department Commendations
- Fifty Seven (57) Honorable Mentions
- One (1) Special Commendation
- Two (2) Emblem of Recognition-Fitness Awards
- One (1) Problem Solving Award
- Two (2) Special Service Awards
- Forty Nine (49) complimentary letters from citizens and business community
- April, 2004 South East Chicago Commission, Community Service Award
- April 2005, 13th Annual St. Phillip Neri Parish Award for Community Service

CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
September 19, 2011

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

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

General Fund		\$119,909.63
Water Fund		\$229,553.76
Motor Fuel Tax Fund		\$195,655.61
Water Depreciation Fund		\$22,239.00
Drug Forfeiture Fund		
Capital Improvement Fund		\$24,569.78
D.A.R.E Fund		
Debt Service Fund		
	Subtotal:	\$ 591,927.78
General Fund Payroll	09/08/11	\$ 220,920.72
Water Fund Payroll	09/08/11	\$ 21,767.08
	Subtotal:	\$ 242,687.80
Total to be Approved by City Council:		\$ 834,615.58

Approvals:

Kathleen Moesle Weaver, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

General Fund
Administration

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIR-RITE HEATING & COOLING	REPAIR WORK AT CITY HALL	Maintenance - Building	280.33	4223
DES PLAINES OFFICE EQUIPMENT	SERVICE TO KYOCERA PRINTER	Maintenance - Equipment	346.69	4225
DUPAGE COUNTY PUBLIC WORKS	1702 PLAINFIELD ROAD	Utilities (Elec,Gas,Wtr,Sewer)	24.65	4271
GOVT FINANCE OFFICERS ASSOC	MEMBERSHIP RENEWAL #300152633 THRU 103112	Dues and Subscriptions	225.00	4213
HOME LANDSCAPE MATERIALS	LANDSCAPE WORK AT CITY HALL & PD	Maintenance - Grounds	575.00	4227
NEXTEL COMMUNICATIONS	CELLULAR SERVICE - AUG 7 - SEPT 6, 2011	Telephone	1,520.55	4267
NICOR GAS	7422 S. CASS	Utilities (Elec,Gas,Wtr,Sewer)	31.16	4271
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	3.79	4223
PITNEY BOWES, INC.	SUPPLIES FOR POSTAGE MACHINE	Supplies - Office	194.47	4253
POSTMASTER OF WESTMONT	PI Permit 93 Renewal - Neighbors Magazine	Public Relations	190.00	4239
SIKICH PROFESSIONAL SERVICES	FYE 043011 AUDIT SERVICES THROUGH AUG. 31, 2011	Audit	2,775.00	4320
SUBURBAN LIFE PUBLICATIONS	TREE PLANTING LEGAL NOTICE 3869 DAR	Legal Notices	<u>153.39</u>	4221
		Total Administration	6,320.03	

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

General Fund
Community Development

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
DON MORRIS ARCHITECTS P.C.	PLAN REVIEW & INSPECTIONS FOR AUG 2011	Consulting/Professional	1,820.00	4325
DON MORRIS ARCHITECTS P.C.	PLAN REVIEW & INSPECTIONS FOR AUG 2011	Const/Prof Reimbursable	2,740.00	4328
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE- INSPECTIONS	Const/Prof Reimbursable	275.00	4328
JOSEPH ALGOZINE	Electrical Inspections for August 2011	Consulting/Professional	700.00	4325
ROYAL OAKS LANDSCAPING	BI-WEEKLY MOWING - 917 IRONWOOD AVENUE	Const/Prof Reimbursable	105.00	4328
ROYAL OAKS LANDSCAPING	BI-WEEKLY MOWING 8433 CREEKSIDE LANE	Const/Prof Reimbursable	126.00	4328
ROYAL OAKS LANDSCAPING	BI-WEEKLY MOWING - 326 PLAINFIELD	Const/Prof Reimbursable	110.00	4328
ROYAL OAKS LANDSCAPING	BI-WEEKLY MOWING - 7226 POLAR LANE	Const/Prof Reimbursable	94.00	4328
ROYAL OAKS LANDSCAPING	BI-WEEKLY MOWING - 7217 ELEANOR	Const/Prof Reimbursable	110.00	4328
ROYAL OAKS LANDSCAPING	BI-WEEKLY MOWING - 1140 JAMES PETER COURT	Const/Prof Reimbursable	145.00	4328
ROYAL OAKS LANDSCAPING	MOWING - 8001 SAWYER	Const/Prof Reimbursable	125.00	4328
ROYAL OAKS LANDSCAPING	BI-WEEKLY MOWING - 7801 WARWICK AVENUE	Const/Prof Reimbursable	108.00	4328

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

ROYAL OAKS LANDSCAPING	BI-WEEKLY MOWING - 1030 JANET AVENUE	Conslt/Prof Reimbursable	96.00 4328
ROYAL OAKS LANDSCAPING	BI-WEEKLY MOWING - 1814 MC ADAM	Conslt/Prof Reimbursable	90.00 4328
ROYAL OAKS LANDSCAPING	BI-WEEKLY MOWING - 7201 CAPITOL AVENUE	Conslt/Prof Reimbursable	<u>144.00</u> 4328
		Total Community Development	6,788.00

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

General Fund
Public Works, Streets

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ABC HUMANE WILDLIFE	TREATMENT OF HORNET NEST 7721 HAYENGA	Supplies - Other	200.00	4257
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	99.70	4229
AIRGAS NORTH CENTRAL	OXYGEN & ACETYLENE	Supplies - Other	155.69	4257
AIRGAS NORTH CENTRAL	ACETYLENE & OXYGEN RENTAL	Supplies - Other	31.68	4257
ALL-STAR MAINTENANCE	HIGH RIDGE COURT PROJECT	Drainage Projects	3,561.00	4374
AUTO TRUCK GROUP	CAP; BREATHER; HYD RESERVOIR 15 MICRON STRAINER	Maintenance - Vehicles	33.00	4229
CHASE CARD SERVICES	SHIPPING TRAFFIC COUNTER RETURN	Postage/Mailings	14.85	4233
CINTAS FIRST AID AND SAFETY	FIRST AID	Liability Insurance	159.97	4219
COM ED	STREET LIGHTS	Street Light Oper & Maint.	305.27	4359
CONCRETE CLINIC	CONCRETE SAW BLADE	Supplies - Other	459.99	4257
CULLIGAN	BOTTLE WATER & FILTER RENTAL	Maintenance - Building	100.85	4223
DUPAGE TOPSOIL, INC.	DIRT FOR HOLLY & HIGHRIDGE COURT & 67TH STREET	Supplies - Other	32.16	4257
DUPAGE TOPSOIL, INC.	DIRT FOR HOLLY & HIGHRIDGE COURT & 67TH STREET	Drainage Projects	147.84	4374
EXELON ENERGY INC.	STREET LIGHTS	Street Light Oper & Maint.	1,274.44	4359
EXELON ENERGY INC.	STREET LIGHTS	Street Light Oper & Maint.	1,565.38	4359
FIRST ADVANTAGE	DRUG TESTING SELECTION - DOT	Liability Insurance	31.48	4219

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

GENE'S TIRE SERVICE, INC.	12-INCH TUBES	Maintenance - Equipment	38.70 4225
HOME DEPOT	SUPPLIES	Maintenance - Building	216.87 4223
HOME DEPOT	SUPPLIES	Supplies - Other	409.16 4257
ILLINOIS ARBORIST ASSOCIATION	ARBORIST CERTIFICATION CEU'S	Training and Education	240.00 4263
KARA COMPANY, INC.	LATH & FLAGGING TAPE	Supplies - Other	34.72 4257
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS	Maintenance - Equipment	913.31 4225
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Building	8.58 4223
O'HARA TRUE VALUE	SUPPLIES	Supplies - Other	132.13 4257
OCCUPATIONAL HEALTH CENTERS	DRUG TESTING	Liability Insurance	25.00 4219
OCCUPATIONAL HEALTH CENTERS	DRUG TESTING	Liability Insurance	75.00 4219
OCCUPATIONAL HEALTH CENTERS	DRUG TESTING	Liability Insurance	50.00 4219
POMP'S TIRE SERVICE, INC.	TIRES FOR VAN	Maintenance - Vehicles	688.72 4229
PRAIRIE/ARCHWAY INTERNATIONAL	2012 INT'L 7400 4 X 2 SN 1HTWDAAR5CJ686944	Equipment	67,285.00 4815
RIC MAR INDUSTRIES, INC.	SPILLY PADS	Supplies - Other	193.68 4257
ROBERT L. SANSFIELD	TORQUE EXTENSION SET	Small Tools & Equipment	209.90 4259
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Residential Concrete Program	1,027.45 4381

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

General Fund
Public Works, Streets

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Residential Concrete Program	2,433.97	4381
TAMELING, INC.	STRAW & WEED MAT	Supplies - Other	34.55	4257
TRAFFIC CONTROL AND PROTECTION	STREET SIGN FOR ROBERT ROAD	Supplies - Other	39.32	4257
TRUGREEN	WEED KILL ON RIP RAP AREAS ON 67TH STREET	Forestry	675.00	4350
VERMEER-ILLINOIS, INC	REPAIR PARTS FOR CHIPPER	Maintenance - Equipment	24.74	4225
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Vehicles	541.03	4229
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	<u>112.61</u>	4229
		Total Public Works, Streets	83,582.74	

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

General Fund
Police Department

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	74.92	4229
CARLSEN'S ELEVATOR SERVICES	ELEVATOR MAINTENANCE	Maintenance - Building	430.00	4223
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	Investigation and Equipment	95.60	4217
CHASE CARD SERVICES	10 DIGITAL CAMERA CARDS	Investigation and Equipment	66.88	4217
CHASE CARD SERVICES	CROSSING GUARD ELECTRIC STOP SIGNS	Investigation and Equipment	356.82	4217
CHASE CARD SERVICES	E-BAY FEES	Investigation and Equipment	519.23	4217
CHASE CARD SERVICES	PAGER RENTAL	Rent - Equipment	51.37	4243
CHASE CARD SERVICES	ENVELOPES	Supplies - Office	6.75	4253
CHASE CARD SERVICES	DRY ERASERS AND DAY MINDER	Supplies - Office	21.95	4253
CHASE CARD SERVICES	LABELS	Supplies - Office	24.30	4253
CHASE CARD SERVICES	PAPER & INK CARTRIDGES	Supplies - Office	86.11	4253
CHASE CARD SERVICES	SCRATCH PADS & CD	Supplies - Office	25.89	4253
CHASE CARD SERVICES	CONFERENCE REGISTRATION	Training and Education	275.00	4263
CHASE CARD SERVICES	RECERTIFICATION CLASS	Training and Education	150.00	4263
CHASE CARD SERVICES	SERGEANT MEETING SUPPLIES	Travel/Meetings	13.12	4265
CHASE CARD SERVICES	INTERNET	Telephone	94.90	4267
COMCAST	BLACK BOXES FOR TV'S	Telephone	2.10	4267
CREATIVE PRODUCTING SOURCING	PUBLIC RELATIONS - DARE	Public Relations	200.00	4239

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

CREATIVE PRODUCTING SOURCING	CLASSROOM SUPPLIES FOR DARE	Public Relations	357.48 4239
HOME DEPOT	SUPPLIES	Maintenance - Building	23.95 4223
HOME LANDSCAPE MATERIALS	LANDSCAPE WORK AT CITY HALL & PD	Maintenance - Building	575.00 4223
I.R.M.A.	AUGUST 2011 MONTHLY DEDUCTIBLE	Liability Insurance	5,581.72 4219
ILLINI POWER PRODUCTS	EXHAUST EXTENTION ON GENERATOR AT PD	Maintenance - Building	1,001.74 4223
ILLINOIS SECRETARY OF STATE	NOTARY PUBLIC COMMISSION - ANTONIA M. BROWN	Dues and Subscriptions	10.00 4213
J.G. UNIFORMS, INC.	UNIFORMS - VEST COVERS - GREG CHEAURE	Uniforms	322.44 4269
JAMES A. TOPEL	DRILL, WATER & ICE FOR ARMORY	Investigation and Equipment	146.57 4217
JAMES A. TOPEL	UNIFORM ALLOWANCE	Uniforms	98.96 4269
KARA FOYLE-PRICE	UNIFORM ALLOWANCE	Uniforms	331.16 4269
LINDA S. PIECZYNSKI	PROSECUTOR FEES	Liability Insurance	1,229.50 4219
NEXTEL COMMUNICATIONS	CELLULAR SERVICE - AUG 7 - SEPT 6, 2011	Telephone	95.04 4267

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

General Fund
Police Department

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
NICHOLAS SKWERES	WIRELESS MIC FOR PROJECTOR PROJECT	Equipment	79.99	4815
NICOR GAS	1710 PLAINFIELD - ACCT 82-80-00-1000 9	Utilities (Elec,Gas,Wtr,Sewer)	138.40	4271
NOTARY PUBLIC ASSOCIATION OF I	NOTARY RENEWAL - ANTONIA M. BROWN	Dues and Subscriptions	45.00	4213
RAY O'HERRON CO. INC OF OBT	BATTERY FOR STINGER - AUXILLARY - WILLIAM WHITESIDES	Auxiliary Police	32.95	4203
RAY O'HERRON CO. INC OF OBT	SHIRTS - WHITESIDES	Auxiliary Police	79.90	4203
RAY O'HERRON CO. INC OF OBT	UNIFORM ALLOWANCE - PICCOLI	Uniforms	14.95	4269
S.E.D.C.O.M.	AUGUST 2011 ASSESSMENT	Contractual Services	2,025.33	4370
S.E.D.C.O.M.	SEPTEMBER 2011 ASSESSMENT	Contractual Services	2,025.33	4370
TEE'S PLUS	CLASSROOM SUPPLIES FOR DARE	Public Relations	110.70	4239
TRI-RIVER POLICE TRAINING REG.	CANINE LEGAL UPDATE - STUTTE	Investigation and Equipment	200.00	4217
VERIZON WIRELESS	CELL PHONE CHARGES FOR PD	Telephone	850.64	4267
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	4,113.61	4229
WILTJER PLUMBING	ROD OUT SEWER IN MENS BATHROOM	Maintenance - Building	<u>225.00</u>	4223
Total Police Department			22,210.30	

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

General Fund
Business District

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
COM ED	7515 S. CASS, UNIT D	Maintenance - Equipment	248.25	4225
COM ED	7515 S. CASS, UNIT BD	Maintenance - Equipment	22.42	4225
COM ED	7515 S. CASS, UNIT J	Maintenance - Equipment	72.03	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT D	Maintenance - Equipment	442.09	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNIT C	Maintenance - Equipment	11.17	4225
DUPAGE COUNTY PUBLIC WORKS	7515 S. CASS, UNITS J & K	Maintenance - Equipment	11.17	4225
NICOR GAS	7515 S. CASS, UNIT J	Maintenance - Equipment	27.45	4225
NICOR GAS	7515 S. CASS, UNIT D	Maintenance - Equipment	<u>173.98</u>	4225
		Total Business District	<u>1,008.56</u>	
		Total General Fund	119,909.63	

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

Water Fund
Public Works, Water

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ASSOCIATED TECHNICAL SERVICES	CABLE FOR LEAK DETECTION EQUIPMENT	Maintenance - Equipment	250.00	4225
CHASE CARD SERVICES	TRAINING VIDEO	Training and Education	10.00	4263
CINTAS FIRST AID AND SAFETY	FIRST AID	Liability Insurance	159.98	4219
COM ED	2103 75TH STREET - PUMP - ACCT 3118112014	Utilities (Elec,Gas,Wtr,Sewer)	288.58	4271
CULLIGAN	BOTTLE WATER & FILTER RENTAL	Maintenance - Building	100.85	4223
DUPAGE WATER COMMISSION	AUGUST 2011 WATER OPERATION & MAINTENANCE COSTS	DuPage Water Commission	224,900.61	4340
HD SUPPLY WATERWORKS	6 X 12 REPAIR CLAMP	Maintenance - Water System	137.10	4231
HD SUPPLY WATERWORKS	8' B-BOX KEY	Maintenance - Water System	58.48	4231
HD SUPPLY WATERWORKS	BRASS PARTS	Maintenance - Water System	147.81	4231
HD SUPPLY WATERWORKS	SR11 METER FOR 8301 PORTSMOUTH UNIT D - RADIO READ	Water Meter Purchases	106.00	4880
HOME DEPOT	SUPPLIES	Maintenance - Building	119.00	4223
HOME DEPOT	SUPPLIES	Maintenance - Water System	100.67	4231
INDUSTRIAL ELECTRICAL SUPPLY	EXIT LIGHT BATTERIES	Maintenance - Building	93.00	4223
NEXTEL COMMUNICATIONS	CELLULAR SERVICE - AUG 7 - SEPT 6, 2011	Telephone	285.11	4267
O'HARA TRUE VALUE	SUPPLIES	Maintenance - Water System	2.78	4231
RED WING SHOES	BOOTS FOR DENNIS CABLE	Liability Insurance	179.99	4219
RED WING SHOES	UNIFORMS - DENNIS CABLE	Uniforms	129.60	4269

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Maintenance - Water System	1,644.55 4231
WATER RESOURCES, INC.	1 1/2-INCH METER FOR 7800 CASS	Water Meter Purchases	349.15 4880
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Equipment	<u>490.50</u> 4225
		Total Public Works, Water	<u>229,553.76</u>
		Total Water Fund	229,553.76

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

Motor Fuel Tax
MFT Expenses

Vendor Name	Invoice Description	Acct Title	Dept	Amount	Acct Code
C & M PIPE & SUPPLY	15" SURELOCK PIPE FOR CLARENDON HILLS ROAD	Salt		408.00	4249
INTERSTATE CURB & CONCRETE CUT	CUT ASPHALT ON CLARENDON HILLS ROAD	Salt		639.90	4249
K-FIVE CONSTRUCTION	HOT PATCH (HOLLY & CITY HALL)	Road Material		487.78	4245
KIEFT BROS., INC.	15" CMP & BANDS FOR CLARENDON HILLS ROAD DITCH PROJECT	Salt		1,810.20	4249
MARK-IT CORPORATION	PAVEMENT STRIPING	Pavement Striping		2,524.34	4261
NORTH AMERICAN SALT CO.	SALT	Salt		41,588.37	4249
NORTH AMERICAN SALT CO.	SALT	Salt		38,152.47	4249
NORTH AMERICAN SALT CO.	SALT	Salt		97,691.50	4249
NORTH AMERICAN SALT CO.	SALT	Salt		1,565.10	4249
NORTH AMERICAN SALT CO.	SALT	Salt		4,201.79	4249
NORWALK TANK	CULVERTS & VAULT FOR CLARENDON HILLS ROAD	Salt		5,778.16	4249
NORWALK TANK	ADJUSTMENT RINGS & INLETS FOR HIGH ROAD	Salt		79.00	4249
QUARRY MATERIALS	HOT PATCH - VARIOUS STREET PATCHES	Road Material		<u>729.00</u>	4245
		Total MFT Expenses		<u>195,655.61</u>	
		Total Motor Fuel Tax		195,655.61	

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

*Water Depreciation Fund
Depreciation Expenses*

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
BOB RIDINGS INC.	2011 Ford Ranger Truck V#1FTLR4FE9BPA84617	Equipment	<u>22,239.00</u>	4815
		Total Depreciation Expenses	<u>22,239.00</u>	
		Total Water Depreciation Fund	<u>22,239.00</u>	

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

Capital Improvement Fund
Public Works, Streets

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
HD SUPPLY WATERWORKS	12" PVC PIPE FOR HIGH ROAD	Ditch Projects	<u>6,612.00</u>	4376
		Total Public Works, Streets	6,612.00	

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

Capital Improvement Fund
Capital Fund Expenditures

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
C & M PIPE & SUPPLY	12-INCH SQUARE 4-HOLE BASIN	Ditch Projects	35.00	4376
C & M PIPE & SUPPLY	12-INCH GRATE & RISER FOR HIGH ROAD PROJECT	Ditch Projects	388.00	4376
C & M PIPE & SUPPLY	SUPPLIES FOR HIGH ROAD PROJECT	Ditch Projects	4,783.00	4376
KIEFT BROS., INC.	12-IN & 15-IN CMP PIPE FOR HIGH ROAD	Ditch Projects	2,016.20	4376
NORWALK TANK	ADJUSTMENT RINGS & INLETS FOR HIGH ROAD	Ditch Projects	1,838.00	4376
QUARRY MATERIALS	HOT PATCH FOR LAKE RIDGE	Ditch Projects	1,244.52	4376
QUARRY MATERIALS	HOT PATCH FOR LAKE RIDGE PROJECT	Ditch Projects	883.98	4376
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Ditch Projects	1,067.11	4376
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Sidewalk Replacement Program	412.34	4380
SUBURBAN CONCRETE, INC.	CONCRETE REPLACEMENT PROGRAM	Curb & Gutter Replacement Prog	2,607.83	4383
TESTING SERVICES CORP	LAKE RIDGE & STOCK PILE	Ditch Projects	861.00	4376
TESTING SERVICES CORP	HIGH ROAD SOIL DISPOSAL SAMPLING	Ditch Projects	<u>1,820.80</u>	4376

CITY OF DARIEN
Expenditure Journal
From 9/7/2011 Through 9/19/2011

Total Capital Fund Expenditures 17,957.78

Total Capital Improvement Fund 24,569.78

Report Total 591,927.78

Account number: [REDACTED]

\$ 1812.77

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

47116 BEX Z 24511 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 1-800-346-5538 Additional contact information on back

ACCOUNT SUMMARY

Table with 2 columns: Description and Amount. Rows include Previous Balance (\$1,618.97), Payment, Credits (-\$1,618.97), Purchases (+\$1,812.77), Cash Advances (\$0.00), Balance Transfers (\$0.00), Fees Charged (\$0.00), Interest Charged (\$0.00), New Balance (\$1,812.77), Opening/Closing Date (08/03/11 - 09/02/11), Total Credit Line (\$100,000), Available Credit (\$98,187), Cash Access Line (\$20,000), Available for Cash (\$20,000).

PAYMENT INFORMATION

Table with 2 columns: Description and Amount. Rows include New Balance (\$1,812.77), Payment Due Date (09/22/11), Minimum Payment Due (\$362.00), Late Payment Warning, Minimum Payment Warning.

FLEXIBLE REWARDS SUMMARY

Table with 2 columns: Description and Amount. Rows include Previous points balance (27,688), Points earned on purchases this period (1,813), New total points balance (29,501).

Every time you use your Chase Business card with Flexible Rewards Select, you are on your way to earning great rewards. You earn 1 point per \$1 spent on all purchases and there's no cap on how many points you can earn and points never expire.

ACCOUNT ACTIVITY

Table with 3 columns: Date of Transaction, Merchant Name or Transaction Description, and \$ Amount. Includes transactions from 08/15 to 08/23 with handwritten notes like '01-30-4233', '02-50-4263', 'stipends return', 'Return Traffic Computers Training video', 'Detection internet searches', '10 digital cards for camera', 'Paper Rental', 'Envelopes', 'Dry Eraseboard Day Minutes', 'Labels', 'Sst. Meeting Supplies', 'Entered', 'Crossing guard stop signs - electrical', 'Paper ink cartridges', 'Memo pad 34 CD', 'EBay Inc.', 'Conference registration'.

ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
	JOHN COOPER TRANSACTIONS THIS CYCLE (CARD 4575) \$794.23	\$794.23
08/26	GLOCK PROFESSIONAL INC 770-319-4794 GA 01-40-4263 Recertification class	150.00
	DAVE SKALA TRANSACTIONS THIS CYCLE (CARD 4575) \$150.00	\$150.00

4

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

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

INTEREST CHARGES

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

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

(v) = Variable Rate

31 Days in Billing Period

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

AGENDA MEMO
City Council Meeting
September 19, 2011

ISSUE STATEMENT

The City Council is requested to review a motion to approve the Our Lady of Peace Catholic School 5K run scheduled for October 16, 2011, at 8:00 a.m.

BACKGROUND HISTORY

Our Lady of Peace Catholic School will be hosting a 5K event on Sunday, October 16, 2011 beginning at 8:00 a.m. This event features a 5K race and a children's one mile walk. The 5K event will begin at 8:00 a.m. and the children's race at 9:00 a.m. with the anticipated completion time no later than 9:30 a.m. It is anticipated that the entire area will be cleaned up by 10:30 a.m. This event mimics the same route as the Hinsdale South Athletic Club Annual Hornet Run. The police department will not absorb any additional costs for this event. Temporary no parking signs will be placed on 71st Street between Clarendon Hills Road and Bentley and that road will be closed during the race. This is the only impact the race has on the City.

STAFF/COMMITTEE RECOMMENDATION

The Police Committee at their September 1, 2011 meeting unanimously approved of Our Lady of Peace Catholic School 5K run.

ALTERNATE CONSIDERATION

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

DECISION MODE

This item will be on the September 19, 2011 City Council Agenda for formal consideration.

AGENDA MEMO
City Council
September 19, 2011

ISSUE STATEMENT

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

ORDINANCE

BACKUP

BACKGROUND/HISTORY

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service such as Public Surplus, or disposed of.

1. 1999 Chevrolet Cavalier, VIN #1G1JC5249X7235483, odometer cannot be read
This vehicle was a seizure that was forfeited to the City of Darien by the Circuit Court of DuPage County. This vehicle has no use in City service.
2. 2003 Ford Taurus, VIN #1FAFP56S23A256155, mileage 126,621
Detective car – replaced due to mechanical issues and rust.
3. 2004 Ford Crown Victoria, VIN #1FAFP71W14X100848, mileage 121,997
Rear axle burned up, staff determined it should be retired based on replacement of fleet.
4. 2000 Pontiac Grand Prix, VIN #1G2WK52J4YF324654, mileage 179,700
This vehicle was a seizure that was forfeited to the City of Darien by the Circuit Court of DuPage County. This vehicle has no use in City service.

The above items are seizure vehicles that were forfeited to the City of Darien by the Circuit Court of DuPage County. These vehicles have no use in City service.

The following items are surplus property that is no longer useful to the City of Darien.

The staff is requesting that all the above property be declared as surplus and auctioned by Public Surplus or disposed of.

5.

Property #	Case #	Description
8723	09-492	Battery Sump Pump

8994	09-4342	Leaf Blower
9362	10-77	6' HDMI Cable
7984	07-6616	Black Trek Bik
9731	10-4529	Silver Huffy Bike
9816	10-6232	Sony Speaker
7144	05-70	Sony Camera
8412	08-5140	Silver Color Earring
9732	10-4459	Misc. Statues
9548	10-1960	Man's Yellow Ring
9565	10-2138	Woman's Yellow Ring
8866	09-2067	Pink Camera
8592	08-8577	Green IPod
9289	09-7917	3 Pkgs. Diapers
9289	09-7917	2 Bottles Tide
10013	11-538	Pair Gloves
10013	11-538	(2) Car Seat Covers
9995	11-296	Clothing, Personal Care Items, Razor
9899	10-7530	Sox Hat
9364	09-8847	Clothing, Personal Care Items
9506	10-1491	Phones & Chargers, (2) 500 Amp Chargers, Razors, Dog Kennels
10008	11-509	Silver colored ring/black stone

STAFF/COMMITTEE RECOMMENDATION

At their September 1, 2011 meeting, the Police Committee unanimously approved of the items listed above to be declared surplus property and be auctioned using Public Surplus or be disposed of.

ALTERNATE CONSIDERATION

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

DECISION MODE

This item will be placed on the September 19, 2011 City Council Agenda for formal approval.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 19TH DAY OF SEPTEMBER , 2011

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

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

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

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

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

SECTION 1: The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by auctioning it using Public Surplus or disposing of said property.

1. 1999 Chevrolet Cavalier, VIN #1G1JC5249X7235483, odometer cannot be read
This vehicle was a seizure that was forfeited to the City of Darien by the Circuit Court of DuPage County. This vehicle has no use in City service.
2. 2003 Ford Taurus, VIN #1FAFP56S23A256155, mileage 126,621
Detective car – replaced due to mechanical issues and rust.
3. 2004 Ford Crown Victoria, VIN #1FAFP71W14X100848, mileage 121,997
Rear axle burned up, staff determined it should be retired based on replacement of fleet.
4. 2000 Pontiac Grand Prix, VIN #1G2WK52J4YF324654, mileage 179,700
This vehicle was a seizure that was forfeited to the City of Darien by the Circuit Court of DuPage County. This vehicle has no use in City service.

Property #	Case #	Description
8723	09-492	Battery Sump Pump
8994	09-4342	Leaf Blower
9362	10-77	6' HDMI Cable

7984	07-6616	Black Trek Bik
9731	10-4529	Silver Huffy Bike
9816	10-6232	Sony Speaker
7144	05-70	Sony Camera
8412	08-5140	Silver Color Earring
9732	10-4459	Misc. Statues
9548	10-1960	Man's Yellow Ring
9565	10-2138	Woman's Yellow Ring
8866	09-2067	Pink Camera
8592	08-8577	Green IPod
9289	09-7917	3 Pkgs. Diapers
9289	09-7917	2 Bottles Tide
10013	11-538	Pair Gloves
10013	11-538	(2) Car Seat Covers
9995	11-296	Clothing, Personal Care Items, Razor
9899	10-7530	Sox Hat
9364	09-8847	Clothing, Personal Care Items
9506	10-1491	Phones & Chargers, (2) 500 Amp Chargers, Razors, Dog Kennels
10008	11-509	Silver colored ring/black stone

SECTION 2: The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Item will be auctioned using Public Surplus or disposing of said property.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of September, 2011

AYES: _____

NAYS: _____

ABSENT: _____

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

ILLINOIS, this 19th day of September, 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

John Cooper

From: zackaryc@thepublicgroup.com
Sent: Thursday, August 11, 2011 3:50 PM
To: John Cooper
Subject: Public Surplus Information
Attachments: References.pdf; Frequently Asked Questions-1.pdf

John Cooper,

Thank you for your interest in Public Surplus. Our online auction system was created with unique capabilities exclusively for public agencies.

Public Surplus is much more than just an auction website; it is a comprehensive tool that agencies can use to organize, automate and manage their entire surplus process. Public Surplus features and benefits include:

- Complies with state and local regulations by maintaining audit records, and automating the reallocation of surplus inventory within an agency's organization.
- Large numbers of buyers from an agency's own community, as well as specialty buyers from across the nation.
- Generating 30-60% more net revenue than conventional methods, including live auctions.
- NO COSTS to register, list or re-list items for sale.
- NO COST to the agency for sold items when we collect payment for you.
- No commitment is required. Agencies use Public Surplus at their discretion.

Even though the features of our system are extensive and sophisticated, using Public Surplus is easy. We strive to make the relationship between our system and its users a simple one. There are no exaggerated claims, no contracts, and no up front fees. We earn nothing unless our system and service is better than any alternative available to you.

To register as a seller online go to **welcome.publicsurplus.com** and click "Seller Registration" on the left side of the page. Once you have completed the application, you will receive an email with instructions on how to complete the registration process and obtain full access to the site.

I have attached two documents to this email for your reference. The first document contains some of the most commonly asked questions about Public Surplus. The second document contains a list of references that you may contact to inquire about their experiences with Public Surplus.

I will try to contact you soon to see if you have any questions or if you would like to view one of our free online presentations.

Thanks again for your time and I look forward to discussing this with you in the near future.

Best regards,

Zackary Corbett
Eastern Region Customer Service Representative
The Public Group - Public Surplus
PH: 1-800-591-5546 x153

John Cooper

From: zackaryc@thepublicgroup.com
Sent: Thursday, August 11, 2011 4:14 PM
To: John Cooper
Subject: Lift of Public Surplus Users

John,

Thank you so much for taking time to speak with me today, I look forward to working more with you in the future and hopefully we can get you on a demonstration to be able to view our product on a larger scale. Here is a list of some local Illinois Government Agencies that use Public Surplus:

City of Chicago
Chicago Police Department
Chicago Transit Authority
City of Batavia
City of Bloomington
City of Moline
City of O'Fallen
City of St. Charles
City of Wood Dale
County of Kane
Village of Palatine
Village of Roxana
Village of Shiloh

Let me know if you have any more questions, I am here to help you out with anything you need.

Zackary Corbett
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CONFIDENTIAL NOTICE

This email is intended only for the use of the individual or entity to which it is addressed, and is considered information that is privileged, confidential, and exempt, for disclosure under applicable law.

Frequently Asked Questions

Q. Are Internet Auctions legal?

A. Absolutely! There are no regulations or statutes in any State prohibiting the use of Internet Auctions as a tool in the bidding process. Point of fact, the Federal Government and most States encourage Public Agencies to adopt modern technology to reduce costs and increase efficiency. The primary legal and operational concerns are related to the prevention of collusion between bidders, and public employees and bidders. A third-party enabled Internet Auction inherently has more protection against collusion than the traditional methods used by Agencies for procurement and sales.

Q. Why should an Agency use Public Surplus?

A. *Public Surplus was designed specifically for Public Agencies.* It is the only automated system available that enables Agencies to manage their entire surplus inventory, while at the same time maintaining compliance with their State's regulations and policies. The system's specific features allow the reallocation or auctioning of surplus items without actual, or the appearance of, waste, favoritism, or collusion.

Most States require, either by regulation or policy, that Public Agencies maintain audit-records detailing the disposition of every surplus item of a certain type and value. *Public Surplus satisfies this requirement with its automated Inventory Control component, which gives Agencies the ability to easily provide a printed record for any surplus item disposed of during the preceding 7 years.*

Most States require through regulation or policy that Public Agencies, whenever possible, reallocate items that are declared surplus, within the Agency. Public Surplus specifically designed its Reallocation component to satisfy this requirement. We provide a way for Agencies to *instantly* and *automatically* notify all appropriate departments within the organization of surplus items available for redistribution. Interested departments are then allowed to easily and automatically request these surplus items on a "first come, first served" basis.

Public Surplus also provides a COMMUNITY-based auction that increases the contact between an Agency and the community it serves. *One of Public Surplus' most important services is helping Agencies attract larger numbers of community members to their surplus auctions.* By being accessible 24 hours, 7 days a week, an Agency's auctions via Public Surplus allow a larger percentage of the community to take advantage of the bargains surplus items provide.

Q. What kind of surplus items can be sold on Public Surplus?

A. Just about anything! Mousetraps, portable classrooms, automobiles, buses, heavy equipment, shop equipment, kitchen equipment, athletic equipment, musical instruments, computers, printers, furniture, etc, etc. It's amazing! Almost everything listed, no matter how old or *odd*, sells.

Q. How often can auctions on Public Surplus be held?

A. No limit! For most Agencies continuous auctions are best. No need to pile up an inventory of surplus to have enough for a live auction or sale. Instead of waiting, Agencies are able to list items for internal reallocation or public auction as soon as any item is declared surplus. This keeps warehouses and inventories streamlined and organized, allowing Agencies to operate more efficiently and save costs.

Q. How much more revenue do Public Agencies generate using Public Surplus compared to traditional methods?

A. Based on experience so far, it is expected that Agencies using Public Surplus' "dynamic" auction will increase total net revenue from surplus sales by at least 30% and, in some cases,

exceed 200%. This occurs for many reasons, but mainly because Public Surplus brings a larger buyer base for Agencies' auctions. Also more and more people are using online commerce to meet their selling and purchasing needs.

Q. What is the cost of using Public Surplus?

A. There are three components to Public Surplus:

The first is its ability to manage an Agency's entire surplus inventory operations, from the time an item is declared surplus, to its ultimate disposition; and this includes a *complete* audit history file. This component is *Free*.

The second is Public Surplus' "reallocation" capability. This feature allows surplus items to be *automatically* reallocated to other departments within an Agency. This component is also *Free*.

The third component is the public auction feature. There are two ways an Agency can set up their auction fees:

1. The Agency elects to collect the monies themselves from the buyer. For this method there is a 7% transaction fee percentage charge. Many Agencies prefer to pass this fee percentage to the buyer in the form of a "Buyer's Premium" so it ultimately does not cost the Government Agency any money to sell on Public Surplus.
2. The more preferred option by Government entities is to have Public Surplus collect the monies for the Agency. Public Surplus deals with collecting the money from the buyer, saving the Agency time. If the Agency elects to have Public Surplus collect payment there is an additional 3% fee to cover the costs of accepting payment via credit card, Paypal and wire transfer. The total fee percentage for having Public Surplus collect is 10%. Again, the Agency can pass the whole percentage on to the buyer if they would like.

The best part about Public Surplus is that YOU are the boss. The Government Agency can charge the fee percentage using the method they would like. They can pass all the cost onto the buyer, they can take on all the cost themselves, or they can split up the fee percentage between themselves and the buyers. Also, a fee percentage is only collected on items SOLD. There is no charge for simply listing, or re-listing, an item.

We also have existing contracts that other Agencies have established with Public Surplus that include different fee percentages and features. If you are interested in learning more about these, please contact your Public Surplus Representative.

Q. Does Public Surplus require a long-term contractual commitment?

A. No! Public Surplus is available on an *at-will* basis. Public Surplus is designed to be, now and in the future, the most attractive means available for the management of the entire surplus inventory operations of Public Agencies. It is expected that Agencies will use Public Surplus only so long as it is better than any other alternative available to them. This provides our motivation to *continuously* provide the best service and technology available. If an Agency requires a contract in order to use Public Surplus, this can be arranged.

Q. How does Public Surplus' system compare with other companies' surplus inventory management systems?

A. To our knowledge, no other company offers an automated system that manages an Agency's entire surplus inventory operation from the moment an item is declared surplus to its final disposition.

Q. Does Public Surplus have a way to attract buyers to an Agencies' auctions?

A. Most definitely. This is a service that really sets us apart from other companies. We have a specific department designed to generate interest on Government Agencies' auctions. Public

Surplus's auction system is focused on *pick-up* buyers located within an Agency's *Community*, as well as "specialty" buyers from across the nation. We are very successful in helping Agencies attract large numbers of these buyers to their auctions.

Q. Is training and customer support provided?

A. Yes! Free Training and Customer Support is provided. *Public Surplus is so easy to learn and use that it only requires a short amount of training.*

Q. Can Agencies use Public Surplus without RFP?

A. There are several reasons why Agencies can use Public Surplus without going through the RFP process, including:

- All costs of using Public Surplus can be passed to the buyer through a buyer's premium charge on your auctions. Typically, the Agency will not pay a percentage and the buyer pays us a 7% premium plus the pass-through costs associated with the collections services of 3%.
- There are easily accessible printable and audit-able records established when using Public Surplus, making the audit experience less stressful. The Public Surplus system establishes tracking of items from the moment they are declared as surplus to their ultimate disposition.
- No commitment is required. Use by Agencies is solely at their discretion. The Seller assumes no risk at all when using Public Surplus for the complete management and disposal of surplus inventories.

References

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City of Flagstaff – AZ
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City of Davenport - IA
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P|S References Confidential Information

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Southeast Public Service Authority - VA

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Email: gbaker@ga.wa.gov

Pendleton County School District - WV

Contact: J.P. Mowery
Phone 304-358-3303
Email: jmowery@access.k12.wv.us

Winnebago County - WI

Contact: Laura Forbes
Phone 920-236-4757
Email: lforbes@co.winnebago.wi.us

City of Madison - WI

Contact: Bruce E. Nelson
Phone: 608-246-4544
Email: benelson@cityofmadison.com

City of Manitowoc - WI

Contact: Michael Huck
Phone: 920-686-6518
Email: mhuck@manitowoc.org

City of Wausau - WI

Contact: Don Skare
Phone: 715-261-6960
Email: suptdpw@mail.ci.wausau.wi.us

Wyoming Department of Transportation - WY

Contact: Charles Madden
Phone (307) 777-4406
Email: Charles.Madden@dot.state.wy.us

Government agencies across the nation are successfully selling their surplus items online through the use of the

Public Surplus online surplus sales system and service.

AGENDA MEMO
City Council
September 19, 2011

ISSUE STATEMENT

A resolution authorizing the City Administrator to renew the dental insurance plan with Delta Dental from October 1, 2011 to September 30, 2013.

RESOLUTION

BACKGROUND

The City of Darien has contracted with Delta Dental for the past three years to insure employee dental needs, with 100% of the cost carried through employee payroll deductions. Delta Dental is a non-profit organization that has been in existence for over fifty years. There are both HMO and PPO options with this plan. During the previous one year period, Delta Dental paid out \$23,397.94 in claims while collecting \$24,285.65 in premium. This spread is much smaller than targets for dental insurance companies. Staff asked for both one and two year proposals from Delta for renewal, receiving a proposal for a 15.9% increase for the PPO and a 0% increase for the HMO for a one year contract and a 20.5% increase for the PPO and a 4% increase for the HMO for the two year agreement.

Under a two year agreement, employees would be paying 4% more immediately but would have cost certainty through September 2013. Under a one year agreement, employees would be exposed to another large increase next year. The Delta Dental program was considered extremely competitive by the IPBC, our health insurance pool that also provides dental options.

Employees overall have been satisfied with the Delta Dental program, with few complaints received. The primary complaints have been the HMO network of dentists, of which fewer dentists are participating in all different pools. The City of Darien does not contribute financially to the program, so there would be no additional cost to the City for the program.

RECOMMENDATION

The Administrative/Finance Committee recommends accepting a two year renewal for dental insurance with Delta Dental.

ALTERNATE CONSIDERATION

Accepting the one year renewal would be an alternate consideration.

DECISION MODE

This item will be placed on the September 19, 2011 City Council agenda for formal approval.

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO RENEW THE DENTAL
INSURANCE PLAN WITH DELTA DENTAL FROM
OCTOBER 1, 2011 TO SEPTEMBER 30, 2013**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that the City Administrator is authorized to renew the dental insurance plan with Delta Dental from October 1, 2011 to September 30, 2013, a copy of the contract which is attached hereto as [“Exhibit A”](#).

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of September, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of September, 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TruAssure
INSURANCE COMPANY

Renewal Package

for

CITY OF DARIEN

Presented By:
Kathy Nelson
Account Manager
Delta Dental of Illinois (DDIL) / TruAssure Insurance Company (TAIC)
111 Shuman Boulevard
Naperville, IL 60563

Phone 630-718-4774
Fax 630-983-4174
knelson@deltadentalil.com

This renewal package is for an effective date of
October 1, 2011

Confidentiality Agreement

By accepting this renewal, you agree that all information is confidential and has been provided by Delta Dental of Illinois / TruAssure Insurance Company for your use or that of the specified client only. Therefore, you agree not to disclose any information (except to the specified client, broker, consultant or agent) without the express written permission of Delta Dental of Illinois / TruAssure Insurance Company. It is acknowledged that information to be furnished in this renewal is in all respects confidential in nature, other than information that is available in the public domain through other means. Use or disclosure of information contained in this plan is strictly forbidden without obtaining written consent of Delta Dental of Illinois / TruAssure Insurance Company.

Upon request, this document is to be immediately returned to Delta Dental of Illinois / TruAssure Insurance Company, 111 Shuman Boulevard, Naperville, IL 60563.

HIGHLIGHTS OF DELTA DENTAL OF ILLINOIS DELTACARE PROGRAM PLAN 285

CODE	PROCEDURE	PATIENT PAYS	CODE	PROCEDURE	PATIENT PAYS
	Office Visit Copay	\$0	RESTORATIVE (cont.)		
DIAGNOSTIC			D2332	Resin-based composite - three surfaces, anterior	\$43.00
D0120	Periodic oral evaluation	\$0	D2335	Resin-based composite, four or more surfaces or involving incisal angle (anterior)	\$47.00
D0140	Limited oral evaluation - problem focused	\$0	D2390	Resin-based composite crown, anterior	\$135.00
D0150	Comprehensive oral evaluation - new or established patient	\$0	D2391	Resin-based composite - one surface, posterior	\$13.00†
D0160	Detailed and extensive oral evaluation - problem focused, by report	\$0	D2392	Resin-based composite - two surfaces, posterior	\$22.00†
D0170	Re-evaluation - limited, problem focused (established patient; not post-operative visit)	\$0	D2393	Resin-based composite - three surfaces, posterior	\$26.00†
D0180	Comprehensive periodontal evaluation - new or established patient	\$0	D2394	Resin-based composite - four or more surfaces, post.	\$29.00†
D0210	Intraoral radiographs - complete series (including bitewings)	\$0	D2910	Recement inlay, only or partial coverage rest.	\$25.00
D0220	Intraoral - periapical first film	\$0	D2920	Recement crown	\$25.00
D0230	Intraoral - periapical each additional film	\$0	D2940	Sedative filling	\$11.00
D0240	Intraoral - occlusal film	\$0	D2951	Pin retention - per tooth, in addition to rest.	\$17.00
D0270	Bitewing - single film	\$0	CROWNS/BRIDGES		
D0272	Bitewings - two films	\$0	D2710	Crown - resin (indirect)	\$135.00
D0274	Bitewings - four films	\$0	D2720	Crown - resin with high noble metal*	\$297.00
D0277	Vertical bitewings - 7 to 8 films	\$0	D2721	Crown - resin with predominantly base metal	\$297.00
D0330	Panoramic film	\$0	D2722	Crown - resin with noble metal	\$297.00
D0460	Pulp vitality tests	\$0	D2740	Crown - porcelain/ceramic substrate	\$297.00
D0470	Diagnostic casts	\$0	D2750	Crown - porcelain fused to high noble*	\$297.00
PREVENTIVE			D2751	Crown - porcelain fused to predom. base metal	\$297.00
D1110	Prophylaxis (cleaning) - adult	\$0	D2752	Crown - porcelain fused to noble metal	\$297.00
D1120	Prophylaxis (cleaning) - child	\$0	D2780	Crown - ¾ cast high noble metal*	\$297.00
D1201	Topical application of fluoride (including prophylaxis - child (to age 19))	\$0	D2781	Crown - ¾ cast predom. base metal	\$297.00
D1203	Topical application of fluoride (prophylaxis not included) - child (to age 19)	\$0	D2782	Crown - ¾ cast noble metal	\$297.00
D1330	Oral hygiene instructions	\$0	D2783	Crown - ¾ porcelain/ceramic	\$297.00
D1351	Sealant, per tooth (through age 15)	\$10.00	D2790	Crown - full cast high noble metal*	\$297.00
D1510	Space maintainer - fixed - unilateral	\$75.00	D2791	Crown - full cast predominantly base metal	\$297.00
D1515	Space maintainer - fixed - bilateral	\$75.00	D2792	Crown - full cast noble metal	\$297.00
D1520	Space maintainer - removable - unilateral	\$75.00	D2794	Crown - titanium	\$297.00
D1525	Space maintainer - removable - bilateral	\$75.00	D2910	Recement inlay, onlay or partial coverage rest.	\$25.00
D1550	Recementation of space maintainer	\$10.00	D2915	Recement cast or prefab. post and core	\$25.00
<i>Diagnostic and Preventive services may be subject to frequency limitations. See your booklet for details.</i>			D2930	Prefab. stainless steel crown - prim. tooth	\$125.00
RESTORATIVE			D2931	Prefab. stainless steel crown - perm. tooth	\$125.00
D2140	Amalgam - one surface, primary or permanent	\$13.00	D2932	Prefab. resin crown [anterior teeth only]	\$125.00
D2150	Amalgam - two surfaces, primary or permanent	\$22.00	D2933	Prefab. stainless steel crown with resin window	\$125.00†
D2160	Amalgam - three surfaces, primary or permanent	\$26.00	D2950	Core buildup, including any pins	\$82.00
D2161	Amalgam - four or more surfaces, primary or perm.	\$29.00	D2951	Pin retention - per tooth, in addition to rest.	\$17.00
D2330	Resin-based composite - one surface, anterior	\$30.00	D2952	Cast post and core in addition to crown*	\$125.00
D2331	Resin-based composite - two surfaces, anterior	\$35.00	D2953	Each additional cast post - same tooth*	\$125.00
			D2954	Prefab. post and core in addition to crown	\$93.00
			D2957	Each additional prefab. post - same tooth	\$93.00
			D2971	Additional procedures to construct new crown under existing partial denture framework	\$87.00
			D6210	Pontic - cast high noble metal*	\$297.00
			D6211	Pontic - cast predominantly base metal	\$297.00
			D6240	Pontic - porcelain fused to high noble metal*	\$297.00
			D6241	Pontic - porcelain fused to predom. base metal	\$297.00
			D6242	Pontic - porcelain fused to noble metal	\$297.00
			D6250	Pontic - resin with high noble metal*	\$297.00

CODE	PROCEDURE	PATIENT PAYS	CODE	PROCEDURE	PATIENT PAYS
CROWNS/BRIDGES (cont.)			PROSTHODONTICS-REMOVABLE* (cont.)		
D6251	Pontic - resin with predom. base metal	\$297.00	D5410	Adjust complete denture - maxillary	\$18.00
D6252	Pontic - resin with noble metal	\$297.00	D5421	Adjust partial denture - maxillary	\$18.00
D6750	Crown - porcelain fused to high noble metal*	\$297.00	D5520	Replace missing or broken teeth - complete denture (each tooth)	\$50.00
D6790	Crown - full cast high noble metal*	\$297.00	D5630	Repair or replace broken clasp	\$75.00
D6930	Recement fixed partial denture	\$40.00	REPAIRS TO PROSTHETICS		
D6971	Cast post as part of fixed partial denture retainer	\$125.00	D5510	Repair broken complete denture base	\$60.00
ENDODONTICS			D5520	Replace missing or broken teeth - complete denture (each tooth)	\$50.00
D3110	Pulp cap - direct (excluding final restoration)	\$11.00	D5610	Repair resin denture base	\$60.00
D3120	Pulp cap - indirect (excluding final restoration)	\$8.00	D5640	Replace broken teeth - per tooth	\$53.00
D3220	Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to dentinocemental junction and application of medicament	\$55.00	D5650	Add tooth to existing partial denture	\$85.00
D3221	Pulpal debridement, primary and permanent teeth	\$55.00	D5660	Add clasp to existing partial denture	\$99.00
D3230	Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)	\$30.00	D5710	Rebase complete maxillary denture	\$160.00
D3240	Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)	\$30.00	D5720	Rebase maxillary partial denture	\$160.00
D3310	[Root canal] - anterior (excluding final restoration)	\$97.00	D5730	Reline complete maxillary denture (chairside)	\$80.00
D3320	[Root canal] - bicuspid (excluding final restoration)	\$119.00	D5740	Reline maxillary partial denture (chairside)	\$80.00
D3330	[Root canal] - molar (excluding final restoration)	\$275.00	D5750	Reline complete maxillary denture (laboratory)	\$140.00
D3346	Retreatment of previous root canal therapy - anterior	\$290.00	D5760	Reline maxillary partial denture (laboratory)	\$140.00
D3347	Retreatment of previous root canal therapy - bicuspid	\$365.00	ORAL SURGERY		
D3348	Retreatment of previous root canal therapy - molar	\$465.00	D7111	Extraction, coronal remnants - deciduous tooth	\$18.00
D3410	Apicoectomy/periradicular surgery - anterior	\$260.00	D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal); includes routine removal of tooth structure, minor smoothing of socket bone and closure, as necessary	\$18.00
D3421	Apicoectomy/periradicular surgery - bicuspid (first root)	\$260.00	D7210	Surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth, minor smoothing of socket bone closure	\$65.00
D3425	Apicoectomy/periradicular surgery - molar (first root)	\$260.00	D7220	Removal of impacted tooth - soft tissue	\$85.00
D3426	Apicoectomy/periradicular surgery (ea. add'l. root)	\$88.00	D7230	Removal of impacted tooth - partially bony	\$120.00
D3430	Retrograde filling - per root	\$65.00	D7240	Removal of impacted tooth - completely bony	\$145.00
PERIODONTICS			D7241	Removal of impacted tooth - completely bony, with unusual surgical complications	\$145.00
D4210	Gingivectomy or gingivoplasty - four or more contiguous teeth or bounded teeth spaces per quad.	\$165.00	D7250	Surgical removal of residual tooth roots (cutting procedure)	\$65.00
D4211	Gingivectomy or gingivoplasty - one to three contiguous teeth, per quadrant	\$165.00	D7310	Alveoloplasty in conjunction with extractions - per quadrant	\$80.00
D4260	Osseous surgery (including flap entry and closure) - four or more contiguous teeth or bounded teeth spaces per quadrant	\$330.00	D7320	Alveoloplasty not in conjunction with extractions - per quadrant	\$120.00
D4261	Osseous surgery (including flap entry and closure) - one to three contiguous teeth, per quadrant	\$330.00	D7321	Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant	\$120.00
D4341	Periodontal scaling/root planing - 4 or more per quad.	\$45.00	D7960	Frenulectomy (frenectomy or frenotomy) - separate procedure	\$170.00
D4342	Periodontal scaling/root planing - one to three teeth, per quadrant	\$45.00	OTHER (ADJUNCTIVE) SERVICES		
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	\$45.00	D9110	Palliative (emergency) treatment of dental plan - minor procedure	\$20.00
PROSTHODONTICS-REMOVABLE*			D9215	Local anesthesia	\$0
D5110	Complete denture - maxillary**	\$380.00	D9310	Consultation (diagnostic service provided by dentist or physician other than practitioner providing treatment)	\$20.00
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth)**	\$380.00	D9450	Case presentation, detailed and extensive treatment	\$0
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)**	\$420.00			
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth)	\$420.00†			
D5226	Mandibular partial denture - flexible base (including any clasps, rests and teeth)	\$420.00†			

CODE	PROCEDURE	PATIENT PAYS	CODE	PROCEDURE	PATIENT PAYS
ORTHODONTICS			ORTHODONTICS (cont.)		
D8080	Comprehensive orthodontic treatment of the adolescent dentition***	\$2,125.00	D8660	Pre-orthodontic treatment visit [applied to treatment fee if patient proceeds with treatment]	\$25.00
D8090	Comprehensive orthodontic treatment of the adult dentition***	\$2,625.00	D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))*	\$250.00

"Patient Pays" applies to those procedures provided by the member's primary care dentist or approved specialty dentist.

*All charges for crown and bridge are per unit. There will be an additional patient charge for the actual cost for gold/high noble metal including any upgrade in materials such as porcelain.

**Includes any adjustments for 6 months.

***Plan benefits are for active comprehensive orthodontic treatment. They include initial examination, diagnosis, consultation, initial banding, 24 months of active treatment, de-banding, and the retention phase. The retention phase includes the initial construction, placement and adjustments to retainers and office visits for a maximum of two years. For treatment plans extending beyond 24 months of active treatment, the patient will be subject to an office visit fee, not to exceed \$75 per month.

†These procedures are specialized and considered a limited benefit. For these procedures, the patient pays the listed copayment plus the difference between the dentist's usual fees for the applicable covered benefit and the dentist's usual fees for the specialized treatment. For example, for a maxillary partial denture with a flexible base (D5225), the patient would pay the copay plus the difference between the dentist's usual fee for this procedure and the usual fee for the covered benefit, a maxillary partial denture resin base (D5213).

This is a brief description of your DeltaCare dental plan. Please consult your Certificate of Coverage for the complete Schedule of Dental Benefits, as well as the terms and conditions of coverage and any limitations and exclusions. Delta Dental imposes no restrictions on the method of diagnosis or treatment by a treating dentist. A benefit determination relates only to the level of payment Delta Dental is required to make.

Your DeltaCare dental HMO plan is designed to make dental care affordable and convenient for you and your family. Under this plan, you pay only the patient copayment amount listed in the Schedule of Dental Benefits. There are no deductibles, no annual benefit maximums and no claim forms to complete.

How DeltaCare Works

The panel dentist you select when you enroll in this DeltaCare plan will provide all routine dental care for you and your family. If specialty care is required, your panel dentist will refer you to a specialist who is also a member of the DeltaCare network. You will need a written referral in order to visit a specialist.

You may select a new panel dentist at any time, however you must notify the DeltaCare administrator. Change requests received prior to the 20th of the month become effective on the first day of the following month.

Emergency Treatment

If you require emergency treatment and you are more than 35 miles from your panel dentist's office or you are unable to schedule an appointment with your panel dentist within 24 hours, you may go to any licensed dentist. Upon submission of the dentist's statement and your proof of payment, Delta Dental will reimburse you up to \$50 (less any copayment amount) in any year for the cost of emergency treatment.

About the Procedures

The procedures listed below are performed as needed and deemed necessary by the DeltaCare network dentist and are subject to the limitations and exclusions of the program. Please refer to those sections for further clarification of benefits.

These procedures are specialized and considered a limited benefit. For these procedures, the patient pays the listed copayment plus the difference between the dentist's usual fees for the applicable covered benefit and the dentist's usual fees for the specialized treatment. For example, for a maxillary partial denture with a flexible base (D5225), the patient would pay the copay plus the difference between the dentist's usual fee for this procedure and the usual fee for the covered benefit, a maxillary partial denture resin base (D5213).

Missed appointments without 24 hr. notice are subject to a \$10.00 charge per 15 minutes of appointment time.

Any procedure not listed is available on a fee-for-service basis.

If you have questions

Contact Delta Dental of Illinois at 800-942-3772.

EXCLUSIONS OF BENEFITS

- 1) General anesthesia, IV sedation, and nitrous oxide and the services of a special anesthesiologist.
- 2) Dental procedures performed for purely cosmetic purposes.
- 3) Dental conditions arising out of and due to Enrollee's employment for which Worker's Compensation is payable. Services which are provided to the Enrollee by state government or agency thereof, or are provided without cost to the Enrollee by any municipality, county or other subdivision.
- 4) Treatment required by reason of war, declared or undeclared.
- 5) Charges by any hospital or other surgical or treatment facility, or any additional fees charged by a dentist for treatment in any such facility.
- 6) Treatment of fractures, dislocations and subluxations of the mandible or maxilla. This includes any surgical treatment to correct facial mal-alignments of TMJ abnormalities.
- 7) Loss or theft of fixed and removable prosthetics (crowns, bridges, full or partial dentures).
- 8) Dental expenses incurred in connection with any dental procedures started after termination of eligibility for coverage or dental expenses incurred in connection with any dental procedure started prior to Enrollee's eligibility with the DeltaCare program. Examples: teeth prepared for crowns, root canals in progress, orthodontic treatment.
- 9) Any service that is not specifically listed as a covered expense.
- 10) Correcting congenital or developmental malformations, including replacement of congenitally missing teeth, unless restoration is needed to restore normal bodily function. This exclusion does not apply to newly born children.
- 11) Cysts and malignancies.
- 12) Prescription drugs.
- 13) Accidental injury. Accidental injury is defined as damage to the hard and soft tissues of the oral cavity resulting from forces external to the mouth. Damages to the hard and soft tissues of the oral cavity from normal masticatory (chewing) function will be covered at the normal schedule of benefits.
- 14) Cases in which, in the professional judgment of the attending Dentist, a satisfactory result cannot be obtained or where the prognosis is poor or guarded.
- 15) Dental services received from any dental office other than the assigned dental office, unless expressly authorized in writing by DeltaCare or as cited under "Emergency Treatment."
- 16) Prophylactic removal of impactions (asymptomatic, nonpathological).
- 17) "Consultations" for noncovered benefits.
- 18) Implant placement or removal, appliances placed on or services associated with implants including but not limited to prophylaxis and periodontal treatment.
- 19) Placement of a crown where there is sufficient tooth structure to retain a standard filling.
- 20) Porcelain crowns and porcelain fused to metal crowns on all molars.
- 21) Restorations placed due to cosmetics, abrasions, attrition, erosion, restoring or altering vertical dimension, congenital or developmental malformation of teeth.
- 22) Fixed bridges used to replace missing posterior teeth are considered optional when the abutment teeth are dentally sound and would be crowned only for the purpose of supporting a pontic. A fixed bridge

used under these circumstances is considered optional dental treatment. The patient must pay the difference in cost between the Dentist's usual fees for the covered benefit and optional treatment, plus any coinsurance for the covered benefit.

- 23) Appliances or restorations necessary to increase vertical dimension, replace or stabilize tooth structure loss by attrition, realignment of teeth, periodontal splinting, gnathologic recordings, equilibration or treatment of disturbances of the temporomandibular joint (TMJ).
- 24) Extensive treatment plans involving 10 or more crowns or units of fixed bridgework (major mouth reconstruction).
- 25) Precious metal for removable appliances, precision abutments for partials or bridges (overlays, implants, and appliances associated therewith), personalization and characterization.
- 26) Soft tissue management (irrigation, infusion, special toothbrush).
- 27) Treatment or appliances that are provided by a Dentist whose practice specializes in prosthodontic services.
- 28) Restorative work caused by orthodontic treatment.
- 29) Extractions solely for the purpose of orthodontics.

ORTHODONTIC EXCLUSIONS

- 1) Lost, stolen or broken orthodontic appliances, functional appliances, headgear, retainers, and expansion appliances.
- 2) Retreatment of orthodontic cases.
- 3) Changes in treatment necessitated by accident of any kind, and/or lack of patient cooperation.
- 4) Surgical procedures incidental to orthodontic treatment.
- 5) Myofunctional therapy.
- 6) Surgical procedures related to cleft palate, micrognathia, or macrognathia.
- 7) Treatment related to temporomandibular joint disturbances.
- 8) Supplemental appliances not routinely utilized in typical Phase II orthodontics.
- 9) Active treatment that extends more than 24 months from the point of banding dentition will be subject to an office visit charge not to exceed \$75 per month.
- 10) Restorative work caused by orthodontic treatment.
- 11) Phase I* orthodontics is an exclusion as well as activator appliances and minor treatment for tooth guidance and/or arch expansion.
- 12) Extractions solely for the purpose of orthodontics.
- 13) Treatment in progress at inception of eligibility.
- 14) Transfer after banding has been initiated.
- 15) Composite bands and lingual adaptation of orthodontic bands are considered optional treatment and would be subject to additional charges.

*Phase I is defined as early treatment including interceptive orthodontia prior to the development of late mixed dentition.

Plan Design Exhibit
Current Plan

Renewal Date: 10/01/11

PPO Plan Summary			
	Delta Dental PPO*	Delta Dental Premier**	Non Network
Individual Annual Maximum	\$1,000	\$1,000	\$1,000
ToGo SM feature	Included	Included	Included
Deductible Individual	\$50	\$50	\$50
Family	\$150	\$150	\$150
Diagnostic / Preventive	100%	100%	100%
Deductible applies	No	No	No
Basic Restorative	80%	80%	80%
Deductible applies	Yes	Yes	Yes
Endodontics	50%	50%	50%
Deductible applies	Yes	Yes	Yes
Periodontics			
Non-surgical	50%	50%	50%
Surgical	50%	50%	50%
Deductible applies	Yes	Yes	Yes
Major Restorative	50%	50%	50%
Deductible applies	Yes	Yes	Yes
Orthodontics			
Coverage coinsurance	50%	50%	50%
Individual lifetime maximum	\$1,500	\$1,500	\$1,500
Dependents eligible to age	19	19	19
Full-time students eligible to age	19	19	19
Adult coverage	No	No	No
Individual deductible applies	No	No	No
Dependent Eligibility			
Dependents eligible to age	26	26	26
Full-time students eligible to age	26	26	26

*Delta Dental PPO dentists agree to accept payment based on the lesser of the submitted fee or the PPO discounted fee schedule, which is established at a level that typically delivers a 15 - 35 percent discount off of average billed charges nationally.

**Delta Dental Premier network dentists agree to accept payment based on the lesser of the submitted fee or Delta Dental's maximum plan allowance (also known as "Usual & Customary" fee).

Delta Dental PPO and Delta Dental Premier dentists cannot balance bill the enrollee for the difference between Delta Dental's allowed fee and the dentist's actual charge.

This document is only intended to be a brief summary of current benefits. If you have any questions regarding specific benefit coverage, limitations or exclusions, please refer to your Delta Dental of Illinois certificate of coverage. The certificate of coverage will take precedence over any differences in plan design.

Financial Exhibit
Current Plan

Renewal Date: 10/01/11

Claims / Premium Experience

Month / Year	Prior Period					Number of Claims	Paid Claims	Earned Premium	Earned Loss Ratio
	Single	EE + SP	EE + CH	Family	Total				
Oct-09	20	13	0	10	43	9	\$1,265.40	\$2,107.26	60.0%
Nov-09	21	13	0	10	44	6	\$763.40	\$2,133.22	35.8%
Dec-09	21	13	0	10	44	21	\$2,403.20	\$2,133.22	112.7%
Jan-10	20	14	0	10	44	14	\$2,048.70	\$2,158.18	94.9%
Feb-10	18	14	0	10	42	15	\$2,682.72	\$2,106.26	127.4%
Mar-10	18	14	0	10	42	13	\$876.32	\$2,106.26	41.6%
Apr-10	18	14	0	10	42	22	\$3,495.42	\$2,106.26	166.0%
May-10	18	14	0	10	42	9	\$775.92	\$2,106.26	36.8%
Jun-10	17	13	0	11	41	15	\$1,716.82	\$2,121.99	80.9%
Jul-10	16	13	0	11	40	14	\$3,004.72	\$2,096.03	143.4%
Aug-10	16	13	0	11	40	13	\$1,335.58	\$2,096.03	63.7%
Sep-10	16	13	0	11	40	9	\$1,103.80	\$2,096.03	52.7%
Total	219	161	0	124	504	160	\$21,472.00	\$25,367.00	84.6%
Average	18	13	0	10	42				

Month / Year	Current Period					Number of Claims	Paid Claims	Earned Premium	Earned Loss Ratio
	Single	EE + SP	EE + CH	Family	Total				
Oct-10	15	12	0	11	38	21	\$3,771.62	\$2,120.29	177.9%
Nov-10	14	12	0	10	36	14	\$1,515.32	\$1,995.78	75.9%
Dec-10	14	13	0	10	37	7	\$945.62	\$2,049.25	46.1%
Jan-11	14	13	0	10	37	10	\$1,782.62	\$2,049.25	87.0%
Feb-11	15	13	0	10	38	5	\$595.42	\$2,076.51	28.7%
Mar-11	15	13	0	10	38	17	\$2,335.72	\$2,076.51	112.5%
Apr-11	15	13	0	10	38	6	\$1,090.52	\$2,076.51	52.5%
May-11	15	13	0	10	38	15	\$1,764.59	\$2,076.51	85.0%
Jun-11	12	12	0	10	34	28	\$4,441.47	\$1,941.26	228.8%
Jul-11	12	12	0	10	34	12	\$1,746.98	\$1,941.26	90.0%
Aug-11	12	12	0	10	34	12	\$1,679.72	\$1,941.26	86.5%
Sep-11	12	12	0	10	34	12	\$1,728.34	\$1,941.26	89.0%
Total	165	150	0	121	436	158	\$23,397.94	\$24,285.65	96.3%
Average	14	13	0	10	36				

*Projections



Financial Exhibit
Current Plan

Renewal Date: 10/01/11

Renewal Underwriting Claim Calculation

Prior Period	10/01/09	thru	09/30/10
Current Period	10/01/10	thru	09/30/11
Renewal Period	10/01/11	thru	09/30/12

	Current	Prior
Paid Claims	\$23,397.94	\$21,472.00
Incurred But Not Reported Adjustment	\$96	\$89
Incurred Claims	\$23,494	\$21,561
Exposures	436	504
Average Incurred Claim Cost	\$53.89	\$42.78
Trend	1.06	1.12
Trended experience	\$57.13	\$48.09
Dep. Ratio adjustment	1.00	1.00
Benefit/Network Adjustments	1.00	1.00
Projected Paid Claims	\$57.13	\$48.09
Experience Period Weighting	50.00%	50.00%
Blended Experience Composite		\$52.61
Manual Composite		\$59.22
Experience Credibility		30.00%
Total Projected Composite		\$57.24
Projected Enrollment		34
Projected Net Paid Claims		\$23,353
Retention		13.50%
Commission		0.00%
Total Needed Premium		\$26,997
Current Annual Premium		\$23,295
Blended Rate Adjustment		15.9%
Underwriting Requested Adjustment		15.9%

Current Enrollment	Current Rates	12 Month Renewal Rate	% Increase
Single 12	\$27.26	\$31.59	15.9%
EE+1 12	\$53.47	\$61.97	15.9%
Family 10	\$97.25	\$112.70	15.9%



Financial Exhibit
Current Plan

Renewal Date: 10/01/11

Proposed Renewal - PPO
Current Enrollment, Current Rates, 12 Month Renewal Rate, % Increase
Proposed Renewal - DHMO Plan 285
Current Enrollment, Current Rates, 12 Month Renewal Rate, % Increase

Underwriting Considerations

Census Data

Total Current Enrollment Counts

Single 18
Family 30
Total 48

During the current experience period, CITY OF DARIEN averaged 52 enrollees.

Guarantee Terms

Policies and Claim Settlement Practices

All Delta Dental of Illinois standard processing policies, limitations and exclusions apply.

Delta Dental of Illinois reserves the right to recalculate rates in the event of any of the following:

- Change in effective date.
The number of eligible and/or enrolled employees changes by more than 10% from that identified in this quote.
The number of enrolled employees falls below the required 40 to maintain individually underwritten status.
New or changes to legislation or regulations that affect the benefits payable, eligibility or contractual provisions.

Broker Compensation

Proposed rates include the following broker commissions:

Fully Insured PPO 0.0%
Fully Insured DHMO 0.0%

Acceptance of Renewal

Please acknowledge your acceptance of these terms by signing below and returning this page to your Account Manager.

Kathy Nelson
Delta Dental of Illinois
111 Shuman Boulevard
Naperville, IL 60563
Phone 630-718-4774 Fax 630-983-4174

If we do not receive notification from you at least 30 days prior to your renewal date, we will assume you agree to the proposed rates and renew your current dental benefit plan with the above noted 12 month renewal rates.

AGREED AND ACCEPTED (Current Plan):

CITY OF DARIEN DDIL #10478 ALL

By: _____ Date: _____

- 12 month rates
24 month rates

Title: _____

Please help keep our records current by providing your current contribution levels: _____ % Employee _____ % Dependent



Contact Sheet

For questions about your renewal, please contact:

Kathy Nelson
Account Manager
Phone 630-718-4774
Fax 630-983-4174
knelson@deltadentalil.com

Your Account Specialist can also assist you with any account-related questions you may have, as well as enrollment activities and fulfillment. For questions about ongoing account administration, claims and other account inquiries, please contact:

Leslie Tyson-Cobb
Phone 630-718-4766
Fax 630-983-4588
lcobb@deltadentalil.com

Your enrollees can get real-time access to claim information and find network dentists through our IVR at 1-800-323-1743 or the Subscriber Connection on our website at www.deltadentalil.com. Enrollees can also access benefit and eligibility information, print temporary ID cards, enroll in our Enhanced Benefits Program and retrieve oral health information on our website. In addition, during our normal business hours, enrollees can contact a customer service representative through our toll-free number 1-800-323-1743.

Your enrollees can reach TruAssure Insurance Company's Customer Service department by calling 1-800-414-4988. Enrollees can access vision claim status and benefit or eligibility information by calling 1-866-723-0513.

AGENDA MEMO

City Council
September 19, 2011

ISSUE STATEMENT

A resolution authorizing the City Administrator to enter into an agreement with Hinsdale Bank and Trust to provide funding for the purchase of police squad cars and related equipment.

RESOLUTION

BACKGROUND

The City of Darien planned a squad car and equipment purchase totaling \$695,965.90 in 2011. The first \$212,500 is budgeted in FYE 2012, with the remainder financed over the following three years. Staff sent a bid sheet to all Darien area banks, chamber of commerce members, and finance company solicitations over the past six months to offer rates for financing.

Institution	Rate Offered	Payment Year One	Payment Year Two	Payment Year Three	Payment Totals
Hinsdale Bank and Trust	1.50%	\$165,032.49	\$165,344.49	\$164,902.89	\$495,279.87
Sparta Commercial	3.443%	\$170,304.99	\$170,304.99	\$170,304.99	\$510,914.97
Citizen's Financial	2.97%	\$175,724.77	\$166,031.50	\$166,073.87	\$507,830.14
First American	2.06%	\$166,579.05	\$166,579.05	\$166,579.03	\$499,737.13
California First	2.210%	\$166,984.09	\$166,984.09	\$166,984.09	\$500,952.27
Municipal Funding Solutions	2.59%	\$168,220	\$168,220	\$168,220	\$504,660
Republic Bank	3.25%	\$169,862.54	\$169,862.54	\$169,862.55	\$509,587.63

The institution offering the lowest rate and financing cost over the next three years is Hinsdale Bank and Trust. Staff is recommends entering into an agreement with Hinsdale Bank and Trust, with an estimated draw date of October 15, 2011.

RECOMMENDATION

The Administrative/Finance Committee recommends accepting the proposal from Hinsdale Bank and Trust.

ALTERNATE CONSIDERATION

Accepting an alternate proposal would be an alternate consideration.

DECISION MODE

This item will be placed on the September 19, 2011 City Council agenda for formal approval.

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR AND CITY CLERK TO ENTER INTO INSTALLMENT PURCHASE AGREEMENT WITH HINSDALE BANK & TRUST CO. FOR THE FINANCING OF POLICE VEHICLES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, that the City Administrator and City Clerk are authorized to enter into an Installment Purchase Agreement with Hinsdale Bank & Trust Co. to provide financing for the purchase of police vehicles, see [Exhibits A through G](#), copies of which are attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of September, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of September, 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DATE: 09-19-11**INSTALLMENT PURCHASE AGREEMENT**

SELLER: Hinsdale Bank & Trust Co.
25 E. First Street
Hinsdale, IL 60521

BUYER: City of Darien, Illinois
1702 Plainfield Road
Darien, IL 60561

This Installment Purchase Agreement (the "Agreement") entered into between Hinsdale Bank & Trust Co. ("Seller"), and City of Darien ("Buyer"), a body corporate and politic duly organized and existing under the laws of the State of Illinois ("State");

WITNESSETH:

WHEREAS, Seller desires to sell the Equipment, as hereinafter defined, to Buyer, and Buyer desires to purchase the Equipment from Seller, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Buyer is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I
COVENANTS OF BUYER**

Section 1.01. **Covenants of Buyer.** Buyer represents, covenants and warrants, for the benefit of Seller and its assignees, as follows:

- (a) Buyer is a public body, corporate and politic, duly organized and existing under the Constitution of the laws of the State.
- (b) Buyer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
- (c) Buyer is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (d) Buyer has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met and procedures have occurred, in order to ensure the enforceability of the Agreement, and Buyer has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Buyer of the Equipment thereunder. Buyer shall cause to be executed an opinion of its counsel substantially in the form attached hereto as Exhibit B.
- (e) During the term of this Agreement, the Equipment will be used by Buyer only for the purpose of performing one or more governmental or proprietary functions of Buyer consistent with the permissible scope of Buyer's authority and will not be used in a trade or business of any person or entity other than Buyer as outlined in Exhibit C attached hereto.
- (f) During the period this Agreement is in force, Buyer will annually provide Seller with current financial statements, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Buyer to continue this Agreement as may be reasonably requested by Seller or its assignee.
- (g) The Equipment will have a useful life in the hands of Buyer that is substantially in excess of the Agreement Term.

**ARTICLE II
DEFINITIONS**

Section 2.01. **Definitions.** Unless the context clearly otherwise requires or unless otherwise defined herein, the capitalized terms in this Agreement shall have the respective meanings specified below.

"**Acceptance Certificate**" means a certificate in substantially the form attached hereto as Exhibit F and which shall be delivered by Buyer to Seller upon receipt and acceptance of the Equipment.

"**Agreement**" means this Installment Purchase Agreement with its Exhibits, which Exhibits are attached hereto and incorporated herein by reference.

"**Code**" means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued thereunder.

"**Commencement Date**" is the date when the term of this Agreement begins and Buyer's obligation to pay installment payment accrues, which date shall be the date first above written.

"**Equipment**" means the property described in Exhibit D and which is the subject of this Agreement.

"**Agreement Term**" means the period beginning with the Commencement Date and continuing until terminated as outlined in Section 4.01.

"**Purchase Price**" means the amount set forth and so titled in Exhibit E hereto which Buyer may pay to Seller to purchase the Equipment as provided under Section 11.01.

"**Installment Payments**" means the basic Installment Payments payable by Buyer pursuant to Exhibit E of this Agreement.

"**Vendor**" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer.

**ARTICLE III
SALE OF EQUIPMENT**

Section 3.01. **Sale of Equipment.** Seller hereby sells to Buyer, and Buyer purchases from Seller, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Agreement Term.

**ARTICLE IV
AGREEMENT TERM**

Section 4.01. **Agreement Term.** This Agreement shall be in effect and shall commence as of the Commencement Date and will remain in effect throughout the Agreement Term. The Agreement Term will terminate upon the first to occur of: (a) the exercise by Buyer of the option to pay the balance of the principal amount of the purchase price under Articles XI or VI; (b) Seller's election to terminate this Agreement upon a default under Article XIII; (c) the payment by Buyer of all sums required to be paid by Buyer hereunder.

**ARTICLE V
ENJOYMENT OF EQUIPMENT**

Section 5.01. **Quiet Enjoyment.** Seller hereby agrees not to interfere with **Buyer's** quiet use and enjoyment of the Equipment so long as Buyer is not in default hereunder.

Section 5.02. **Use of the Equipment.** Buyer will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement.

Section 5.03. **Right of Inspection.** During the Agreement Term, the Seller and its officers, employees and agents shall have the right at all reasonable times during business hours to enter into and upon the property of the Buyer for the purpose of inspecting the Equipment.

Section 5.04. **Disclaimer of Warranties.** SELLER MAKES NO WARRANTY NOR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO THE SELLER, THE BUYER PURCHASES THE EQUIPMENT "AS IS". In no event shall the Seller be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or the Buyer's use of any items or products or services provided for in this Agreement.

Section 5.05. **Vendors Warranties.** Buyer may assert claims and rights that the Seller may have against any Vendor of any portion of the Equipment.

**ARTICLE VI
INSTALLMENT PAYMENTS**

Section 6.01. **Installment Payments.** The Installment Payments and other amounts payable under this Agreement for each portion thereof during the Agreement Term shall constitute the purchase price therefore and shall be paid by Buyer for and in consideration of the right to the use and occupancy, and the continued quiet use and enjoyment, of the Equipment by Buyer for and during such portion thereof. The covenants on the part of Buyer herein contained shall be deemed to be and shall be construed to be ministerial duties imposed by law and it shall be the ministerial duty of each and every public official of Buyer to carry out and perform the covenants and agreements on the part of Buyer contained in this Agreement. The obligation of Buyer to make Installment Payments or other payments due hereunder does not constitute an obligation of Buyer for which the Buyer is obligated to levy or pledge any form of taxation or for which Buyer has levied or pledged any form of taxation, but Buyer shall impose rates and charges in amounts necessary to make such payments. The obligation of Buyer to make Installment Payments or other payments hereunder does not constitute an indebtedness of Buyer, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction.

Section 6.02. **Payment of Installment Payments.** Buyer shall promptly pay Installment Payments, exclusively from legally available funds, in lawful money of the United States of America to Seller in such amounts and on such dates as described in Exhibit E hereto; provided that, if the Equipment has not been accepted by Buyer, such Installment Payments shall be payable solely from amounts deposited with an escrow agent.

Section 6.03. **Interest and Principal Components.** A portion of each Installment Payment is paid as interest, and the balance of each Installment Payment is paid as principal. Exhibit E hereto sets forth the interest component and the principal component of each Installment Payment during the Agreement Term.

Section 6.04. **Installment Payments to be Unconditional.** THE OBLIGATIONS OF BUYER TO MAKE INSTALLMENT PAYMENTS, AND TO PERFORM AND OBSERVE THE COVENANTS AND AGREEMENTS CONTAINED HEREIN, SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, APPROPRIATION, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, EXCEPT AS PROVIDED IN SECTION 6.05.

Section 6.05. **Triple Net Purchase.** This Agreement is intended to be a triple net purchase. Buyer agrees that the Installment Payments and other payments provided for herein shall be an absolute net return to Seller free and clear of any expense, charges or set-offs whatsoever.

**ARTICLE VII
TITLE TO EQUIPMENT; SECURITY INTEREST**

Section 7.01. **Title to the Equipment.** During the term of this Agreement, title to the Equipment shall vest in Buyer, subject to Seller's rights upon an Event of Default. Title to the Equipment passes to the Buyer upon the due execution and delivery hereof.

Section 7.02. **Security Interest.** As security for its obligations hereunder Buyer grants to Seller a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom.

Section 7.03. **Liens and Encumbrances to Title.** Buyer shall promptly discharge any liens placed on the Equipment other than those created by Seller.

**ARTICLE VIII
MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

Section 8.01. **Maintenance of Equipment by Buyer.** Buyer will, at Buyer's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition.

Section 8.02. **Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Seller), government charges or utility charges and expenses, Buyer will pay all such taxes and charges as they come due.

Section 8.03. **Provisions Regarding Insurance.** At its own expense Buyer shall cause casualty, public liability and property damage insurance to be carried and maintained (and evidenced by certificates delivered to Seller throughout the Agreement Term) in the amounts and for the coverages set forth on Exhibit G, provided that the amount of casualty and property damage insurance shall not be less than the then applicable Purchase Price. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement.

Section 8.04. **Advances.** In the event Buyer shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Seller may (but shall be under no obligation) to purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Seller shall be repaid to Seller, together with interest thereon at the rate specified hereafter.

Section 8.05. **Modifications.** Without the prior written consent of the Seller, the Buyer shall not make any material alterations, modifications or attachments to the Equipment.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. **Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof is taken under the exercise of the power of eminent domain, Buyer and Seller will cause the Net Proceeds of any insurance claim or condemnation award to be applied either to the prompt repair, restoration, modification or replacement of the Equipment or, at Buyer's option, to the payment in full of the Purchase Price. Any balance of the Net Proceeds remaining after such work or purchase has been completed shall be paid to Buyer.

For purposes of Article VIII, Section 8.03, and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. **Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or replacement, Buyer shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, or (b) Buyer shall pay to Seller the Purchase Price. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Buyer.

ARTICLE X TAX COVENANT

Section 10.01. **Tax Covenant.** It is the intention of the Buyer and the Seller that the interest portion of the Installment Payments received by the Seller be and remain exempt from federal income taxation. Buyer covenants that it will take any and all reasonable action necessary to maintain the exemption from federal income taxation of the interest portion of the Installment Payments, and that it will not intentionally perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that shall have the effect of terminating the exemption from federal income taxation of the interest portion of the Installment Payments, including (without limitation) leasing or selling all or any portion of the Equipment or contracting to a third party for the use or operation of all or any portion of the Equipment if entering into such lease or contract would have such effect.

ARTICLE XI OPTION TO PREPAY INSTALLMENT PAYMENTS

Section 11.01. **Purchase Rights.** Buyer shall be entitled to prepay the Installment Payments for the Equipment:

(a) upon payment in full of all Installment Payments in accordance with Exhibit E hereof and all other amounts due hereunder; or

(b) Provided there is no Event of Default hereunder and upon written notice delivered at least 30 days in advance, Buyer may prepay the Installment Payments for the Equipment on any Installment Payment date by paying to Seller the Installment Payment then due, together with the balance of the Purchase Price set forth in Exhibit E along with all other amounts then due hereunder.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 12.01. **Assignment or Sale by Seller.**

(a) This Agreement, and the obligations of Buyer to make payments hereunder, may be sold, assigned or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees or subassignees by Seller. Upon any sale, disposition, assignment or reassignment, Buyer shall be provided with a notice of said assignment. During the term of this Agreement, Buyer shall each keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Buyer agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (except arising from Seller's breach of this Agreement) that Buyer may from time to time have against Seller or Vendor. Buyer agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by Seller or assignee to protect its interests in the Equipment and in this Agreement.

(c) Buyer hereby agrees that Seller may sell or offer to sell this Agreement (i) through a certificate of participation program, whereby two or more interests are created in the Agreement, the Equipment or the Installment Payments; or (ii) with other similar instruments, agreements and obligations through a pool, trust, limited partnership, or other entity.

Section 12.02. **No Sale, Assignment or Subleasing by Buyer.** This Agreement and the interest of Buyer in the Equipment may not be sold, assigned or encumbered by Buyer without the prior written consent of Seller.

Section 12.03. **Release and Indemnification Covenants.** To the extent permitted by the laws and Constitution of the State, Buyer shall protect, hold harmless and indemnify Seller from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof except those resulting from Seller's intentional or negligent acts and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person. The indemnification arising under this paragraph shall survive the termination of this Agreement.

**ARTICLE XIII
EVENTS OF DEFAULT AND REMEDIES**

Section 13.01. **Events of Default.** The following constitute "Events of Default" under this Agreement:

- (a) failure by the Buyer to pay any Installment Payment or other payment required to be paid hereunder when due; or
- (b) failure by the Buyer to maintain insurance on the Equipment in accordance with Article VIII Section 8.03 hereof; or
- (c) failure by the Buyer to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of 30 days after written notice is given to the Buyer by the Seller, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within such 30-day period, the Seller will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Buyer within the applicable period and diligently pursued until the default is corrected: or
- (d) initiation by the Buyer of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

Section 13.02. **Remedies On Default.** Whenever any Event of Default shall have occurred and be continuing, the Seller shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

(a) Terminate this Agreement and retake possession and ownership of the Equipment wherever situated, and sell or lease, sublease or make other disposition of the Equipment for use over a term in a commercially reasonable manner, all for the account of Seller; provided that Buyer shall remain directly liable for all amounts due under this Agreement for the purchase or rental of the Equipment and unpaid by Buyer .

Seller shall apply the sale proceeds in the following manner:

FIRSTLY, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Equipment, including reasonable attorneys' fees and expenses;

SECONDLY, to pay the Seller (i) the amount of all unpaid Installment Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii) the then applicable Purchase Price (taking into account the payment of past due Installment Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to establish the interest component for the Rental Payment next due, from the next preceding due date of a Installment Payment until the date of payment by the Buyer, and (iii) any other amounts due hereunder;

THIRDLY, to pay the remainder of the sale proceeds, purchase moneys or other amounts paid by a buyer of the Equipment, to the Buyer.

(b) proceed by appropriate court action to enforce performance by the Buyer of the applicable covenants of this Agreement or to recover for the breach thereof; or

(c) Use or retake such portion of the Equipment as the Seller, in its sole discretion, may decide.

All of the Buyer's right, title and interest in any Equipment the possession of which is retaken by the Seller upon the occurrence of an Event of Default shall terminate immediately upon such repossession.

Section 13.03. **Return of Equipment.** Upon an Event of Default, Buyer agrees to allow Seller to recover the Equipment at Buyer's sole cost and expense.

Section 13.04. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity.

Section 13.05. **Late Charge; Interest on Late Payment.** Any unpaid Installment Payment or other amount payable by Buyer to the Seller hereunder, shall bear interest of the rate payable on the principal portion of the Purchase Price, plus five full percentage points per annum. There shall be a 10 day grace period, and the Seller shall notify the Buyer before the 10 day grace period begins.

Section 13.06. **Force Majeure.** If by reason of force majeure Buyer is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Buyer contained in Article VI and Article VIII Section 8.03 hereof, Buyer shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances; act of public enemies, orders or restraints of any kind of the government of the United States of America or the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

**ARTICLE XIV
MISCELLANEOUS**

Section 14.01. **Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth on the first page hereof.

Section 14.02. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Seller and Buyer and their respective successors and assigns.

Section 14.03. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14.04. **Amendments.** All amendments hereto must be in writing.

Section 14.05. **Execution in Counterparts.** This Agreement may be executed in several counterparts.

Section 14.06. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 14.07. **Captions.** The captions or heading in the Agreement are for convenience only and no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 14.08. **Entire Agreement.** This Agreement constitutes the entire agreement between Seller and Buyer. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment sold hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Buyer in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Seller and will not apply to this Agreement. Buyer by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**ARTICLE XV
DEFEASANCE**

Section 15.01. **Defeasance.** The Buyer's obligation to pay the Purchase Price will be deemed to be paid and the Buyer's obligations under this Agreement will be discharged and satisfied upon the deposit by the Buyer with the Seller of (a) moneys sufficient to pay the Purchase Price or (b) obligations which are directly insured or guaranteed by the United States or, with the prior written consent of the Seller, any other obligations in which any sinking fund for bonds issued by the Buyer may legally be invested, the principal of and interest on which when due will provide sufficient moneys for such payment.

IN WITNESS WHEREOF, Seller has executed this Agreement in its corporate name, attested by its duly authorized officers, and Buyer has caused this Agreement to be executed in its corporate name, attested by its duly authorized officers. All of the above occurred as of the date first written on the heading hereof.

SELLER: Hinsdale Bank & Trust Co.

Attest:

By: _____

Title: _____

Attest:

By: _____

Title: City Clerk

By: _____

Title: _____

BUYER: City of Darien, Illinois

By: _____

Title: City Administrator

ROSENTHAL, MURPHEY, COBLENTZ & DONAHUE

LAW OFFICES
30 NORTH LA SALLE STREET
SUITE 1624
CHICAGO, ILLINOIS 60602
(312) 541-1070
FAX (312) 541-9191

PETER D. COBLENTZ
JOHN F. DONAHUE
JUDITH N. KOLMAN
JOHN B. MURPHEY
JOY A. ROBERTS
PETER M. ROSENTHAL
(1950-2010)

OPINION OF BUYER'S COUNSEL

WRITER'S DIRECT LINE

YANCEY L. PINKSTON, JR.

Buyer: City of Darien, Illinois
Date of Agreement: September 19, 2011

Gentlemen:

As counsel for City of Darien, Illinois ("Buyer"), I have examined duly executed originals of the Installment Purchase Agreement, and the Base Sale Agreement (the "Agreements") dated September 19, 2011, between Buyer and Hinsdale Bank & Trust Co. ("Seller"), and based upon the examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Buyer is a public body corporate and politic, legally existing under the laws of the State of Illinois.
2. The Agreement has been duly authorized, executed and delivered by Buyer, pursuant to constitutional, statutory and/or home rule provision which authorizes this transaction and the Resolution, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Buyer, enforceable in accordance with their terms. In the event the Seller obtains a judgment against Buyer in money or damages, as a result of an event of default under the Agreement, Buyer will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the resolution or the Agreements.
6. The signatures of the officers of Buyer which appear on the Agreement are true and genuine. I know said officers and know them to hold the offices set forth below their names.

Respectfully submitted,

John B. Murphey

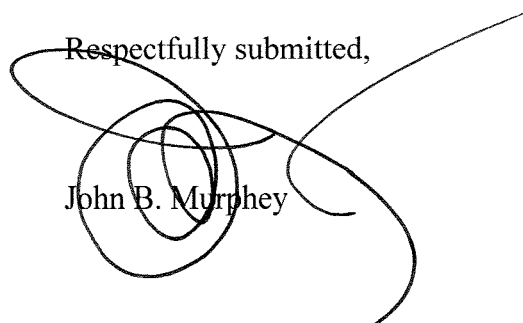


EXHIBIT C

CERTIFICATE OF BUYER

I, _____, am a duly authorized representative and acting Secretary or Clerk of the named Buyer under that certain Installment Purchase Agreement dated _____ with Hinsdale Bank & Trust Co. as Seller (the "Agreement") hereby certify as follows and in accordance with the requirements of the Agreement. Capitalized terms used herein have the same meaning as in the Agreement:

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I have custody of the records of Buyer and the following officers of the Buyer are duly elected or appointed and hold the office or title set forth opposite each individual's name, and the signatures opposite their names are true and correct, and where required, have been filed with the appropriate officials of the State, and each such individual has the authority to enter into the Agreement on behalf of the Buyer:

<u>Name</u>	<u>Title/Office</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____

B. ESSENTIAL USE:

1. The Equipment will be used by the Buyer for the following governmental purpose of:

2. The Equipment is essential for the functioning of the Buyer and is immediately needed by the Buyer. Such need is neither temporary nor expected to diminish during the Agreement Term. The Equipment is expected to be used by the Buyer for a period in excess of the Agreement Term.

C. SECTION 265(b)(3) MATTERS:

Buyer (a) maintains a register or list of Exempt Government Obligations, (b) files when required Form 8038G or Form 8038GC, and (c) therefore can certify that the total Exempt Government Obligations issued to date in the current calendar year, including the Agreement, is less than \$10,000,000 and hereby designates the Agreement as a Qualified Tax Exempt Obligation pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Certificate is based upon facts, circumstances, estimates and expectations of the Buyer as of the date on which the Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS **WHEREOF**, I have executed and delivered this certificate as of the 19 day of Sept., 20 11

Secretary/Clerk

RESOLUTION NO. _____

EXHIBIT D

DESCRIPTION OF THE EQUIPMENT

Equipment: Eleven Chevy Tahoe Police Vehicles
 One Dodge Caravan
 One Ford Taurus
 Installation of computers and video systems into the above vehicles

Equipment LOCATION: Darien Police Department
 1710 Plainfield Road
 Darien, Il. 60561

City of Darien, Illinois

By: _____

Title: City Administrator

Date: 09-19-11

City of Darien Request – Squad Car Loan

The City of Darien, a tax exempt home rule unit of government, is seeking a fixed rate loan for the purchase of squad cars and equipment to be utilized by the police department. The total remaining purchase price of the cars and associated equipment is \$483,465.90, which will be drawn around October 15, 2011. The City of Darien desires to make three equal payments on the line of credit beginning June 1, 2012. Please fill in the interest rate and the empty spaces in the chart below with your proposed pricing. This sheet may be faxed to (630) 852-4709, e-mailed to scoren@darienil.gov, or dropped off at 1702 Plainfield Road, Darien Il. 60561 no later than Thursday, September 8, 2011 at 10:00 am. The proposals will be considered for approval by the Darien City Council at the September 19, 2011 City Council Meeting. If you have any questions please do not hesitate to contact me at (630) 353-8104.

Interest Rate: 1.50%

Schedule of Payments

Payment Date	Payment Amount	Principle Paid	Interest Paid
June 1, 2012	\$165,032.49	\$160,500.00	\$4,532.49
June 1, 2013	165,344.49	160,500.00	4,844.49
June 1, 2014	164,902.89	162,465.90	2,436.99
TOTALS	495,279.87	\$ 483,465.90	\$11,813.97

*** This proposal is valid for thirty days.

Further Details: Calculation Assumptions: 1.0/15% Close

Submitted by: Amanda Hark

Title: AVP Commercial Banking

Bank or Company: Hinsdale Bank + Trust Co.

RESOLUTION NO. _____

EXHIBIT F

ACCEPTANCE CERTIFICATE

To Seller: Hinsdale Bank & Trust Co.
 25 E. First Street
 Hinsdale, IL 60521

In accordance with the terms of the Installment Purchase Agreement dated 09-19-11 (the "Agreement") between Hinsdale Bank & Trust Co. ("Seller"), and the undersigned ("Buyer"), Buyer hereby certifies and represents to, and agrees with, Seller as follows:

1. The Equipment, as such term is defined in the Agreement, has been delivered and installed at the Equipment Location specified in Exhibit D - Description of the Equipment to the Agreement and accepted on the date indicated below.
2. Buyer has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Agreement, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

Buyer: City of Darien, Illinois

By: _____

Title: City Administrator

Date: 09-19-11

EXHIBIT G

INSURANCE COVERAGE REQUIREMENTS

TO: Hinsdale Bank & Trust Co.
25 E. First Street
Hinsdale, IL 60521

FROM: City of Darien, Illinois
1702 Plainfield Road
Darien, IL 60561

SUBJECT: INSURANCE COVERAGE REQUIREMENTS

- 1. In accordance with Article VIII, Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

Intergovernmental Risk Management Agency
Four Westbrook Corporate Center, Suite 940
Westchester, Illinois 60154
708-562-0300

to issue:

- a. All Risk Physical Damage Insurance on the Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Hinsdale Bank & Trust Co. as loss payee.

Coverage Required: Full Replacement Value

- b. Public Liability Insurance evidence by a Certificate of Insurance naming Hinsdale Bank & Trust Co. and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person
\$500,000.00 aggregate bodily injury liability
\$100,000.00 property damage liability

OR

- 2. Pursuant to Article VIII, Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.
- 3. Proof of insurance coverage will be provided prior to the time that the Equipment is delivered to us.

City of Darien, Illinois

By: _____

Dated: 09-19-11

AGENDA MEMO
CITY COUNCIL
MEETING DATE: September 19, 2011

-
Issue Statement

A Resolution accepting and authorizing the Mayor and City Administrator to execute a Grant Agreement with the State of Illinois, Illinois Department of Commerce and Economic Opportunity (DCEO), for a \$150,000 grant, No. 11-203320.

RESOLUTION

Discussion/Overview

Staff applied for a grant in March 2010, from the State of Illinois, (DCEO) to partially cover costs for a stormwater management improvement project along approximately 10,000 linear feet of Brookbank Road, Evans Place, Western Avenue and Richmond Avenue. The work included the removal and replacement of deteriorated culverts, installation of storm sewer related infrastructure, grading and landscape restoration. The work was completed in 2010.

Recommendation

Staff recommends the City Council accept the Grant Agreement and to authorize the Mayor and staff to execute the Agreement.

Decision Mode

The City Council will consider this item at its meeting on September 19, 2011. This item was not brought forth to a Committee and will be placed under New Business.

A RESOLUTION ACCEPTING AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE A GRANT AGREEMENT WITH THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO), FOR A \$150,000 GRANT, NO. 11-203320

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: To accept and authorize the Mayor and City Administrator to execute a grant agreement with the State of Illinois, Illinois Department Of Commerce And Economic Opportunity (DCEO), for a \$150,000 Grant, No. 11-203320, a copy of which is attached hereto and is incorporated herein 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, DUPAGE COUNTY, ILLINOIS, this 19th day of September, 2011.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 19th day of September, 2011.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Grant Management Program 01

Grant No. 11-203320

for the

City of Darien

Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

**STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY**

Notice of Grant Award No. 11-203320

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into between the Illinois Department of Commerce and Economic Opportunity (hereinafter referred to as the "Department" or "DCEO") and **City of Darien** (hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a Grant in an amount not to exceed **\$150,000.00** to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of **07/01/2010** through the ending date of **12/31/2011**, unless otherwise established within Part II Scope of Work. The Grantee hereby agrees to use the Grant Funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Parts:

- I. Budget**
- II. Scope of Work**
- III Grant Fund Control Requirements**
- IV. Terms and Conditions**
- V. General Provisions**
- VI. Certifications**

This grant is state funded.

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

Name: City of Darien

Taxpayer Identification Number:
SSN/FEIN: 362696683

Legal Status:

- | | |
|---|---|
| <input type="checkbox"/> Individual (01) | <input type="checkbox"/> Estate or Trust (10) |
| <input type="checkbox"/> Sole Proprietor (02) | <input type="checkbox"/> Pharmacy-Noncoporate (11) |
| <input type="checkbox"/> Partnership/Legal Corporation (03) | <input type="checkbox"/> Nonresident Alien (13) |
| <input type="checkbox"/> Corporation (04) | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp (15) |
| <input type="checkbox"/> Not For Profit Corporation (04) | <input type="checkbox"/> Tax Exempt (16) |
| <input type="checkbox"/> Medical Corporation (06) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input checked="" type="checkbox"/> Governmental (08) | <input type="checkbox"/> C - Corporation |
| | <input type="checkbox"/> P - Partnership |

GRANTEE:
City of Darien

Grantee's execution of this Agreement shall serve as its certification under oath that Grantee has read, understands and agrees to all provisions of this Agreement and that the information contained in the Agreement is true and correct to the best of his/her knowledge, information and belief and that the Grantee shall be bound by the same. Grantee acknowledges that the individual executing this Agreement is authorized to act on the Grantee's behalf. Grantee further acknowledges that the award of Grant Funds under this Agreement is conditioned upon the above certification.

By: _____ Date _____
(Authorized Signator)

Kathleen A Weaver, Mayor
Name and Title

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: _____ Date _____
Warren Ribley, Director

Grantee Address: Please indicate any address changes below
1702 PLAINFIELD RD
Darien, IL 60561-5044

In processing this grant and related documentation, the Department will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed herein. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to the Department, the Authorized Signatory must either send written notice to the Department indicating the name of the designee or provide notice as set forth immediately following this paragraph. Without such notice, the Department will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated below. If an Authorized Designee(s) appears below, please verify the information and indicate any changes as necessary.

The following are designated as Authorized Designee(s) for the Grantee:

Authorized Designee: Bryon Vana
Authorized Designee Title: City Administrator
Authorized Designee Phone: 630-353-8114
Authorized Designee Email:

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Signatory Approval: _____

PART I
BUDGET

Cost Category Description	Cost Cat	DCEO Budget Amount	Variance %	Variance Limit
DESIGN/ENGINEERING	1205	5,000.00	10.00	0.00
EQUIPMENT/MATERIAL/LABOR	1217	101,500.00	10.00	0.00
PAVING/CONCRETE/MASONRY	1219	29,000.00	10.00	0.00
CONSTRUCTION MGMT & OVERSIGHT	1221	2,500.00	10.00	0.00
EXCAVATION/SITE PREP/DEMO	1225	7,000.00	10.00	0.00
CONTINGENCY	1235	5,000.00	10.00	0.00
Total		\$150,000.00		

BUDGET LINE ITEM DEFINITIONS

The definitions listed below will help to identify allowable costs for each of the budgeted lines in this Agreement. Any costs not specifically named below should be verified to be allowable by the DCEO grant manager prior to incurring the cost.

- DESIGN/ENGINEERING** costs associated with creation of the project’s architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the Part II Scope of Work.
- EQUIPMENT/MATERIAL/LABOR** purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified within Part II Scope of Work.
- PAVING/CONCRETE/MASONRY** purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the Part II Scope of Work.
- CONSTRUCTION MGMT & OVERSIGHT** costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.
- EXCAVATION/SITE PREP/DEMO** costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.
- CONTINGENCY** coverage of potential cost overruns in any of the other utilized Grant Budget line items.

Pass-Through Entity or Subgrantor Responsibilities. If Grantee provides any portion of this funding to another entity through a grant agreement or contract, Grantee is considered to be a pass-through entity or subgrantor. Per Section 5.10(M) of the Agreement, Grantee must obtain written approval before it provides any portion of this

funding to another entity through a grant agreement or contract. If the Department provides written approval, the Grantee must adhere to the following for any awards or contracts entered into using the Grant Funds listed above:

- (1) Ensure that all subgrant or contractual awards of Grant Funds are made in conformance with the terms of this Agreement specifically including, but not limited to, Sections 3.4 and 3.6 of this Agreement; and
- (2) Ensure subgrantees are aware of the terms and conditions of this grant and abide by them.

PART II

SCOPE OF WORK

In consideration for the Grant Funds to be provided by the Department, the Grantee agrees to perform the Project described in Part II (Scope of Work) hereof, in accordance with the provisions of Part I (Budget) hereof.

Section 1. Public Benefit

The Grantee is a governmental entity providing various services to residents of Darien, Illinois. Grant funds will be used for a portion of the Design/Engineering, Equipment/Material/Labor, Paving/Concrete/Masonry, Construction Management/Oversight and Excavation/Site Prep/Demolition costs, including prior incurred costs, associated with stormwater improvements. Specifically, Grant funds will be used towards the removal and replacement of deteriorated culverts, installation of inlets as needed, enclosure of ditches as necessary and approximately 10,000 linear feet of ditch regrading to Brookbank Road, Evans Place, Western Avenue and Richmond Street.

The Grant Budget will also include a contingency line item in order to cover any potential cost overruns in any of the other utilized Grant budget line items.

Completion of this project will benefit the public by allowing storm water to flow at the optimal levels to prevent flooding and damage from flooding.

Section 2. Grant Tasks

- 2.1 The Grantee shall use Grant funds as detailed in Part I, BUDGET. Expenditure of Grant funds will comply with applicable bond guidelines.
- 2.2 The Grantee shall utilize property acquired, constructed or improved with funds provided under this Agreement solely to provide the programs and services specified in Section 1, above, for at least the term of the Grant Agreement. Any sale, transfer, assignment or other conveyance of property acquired, constructed or improved shall provide that the property must continue to be used to accomplish or facilitate the public purpose described in Section 1, above.
- 2.3 The Grantee agrees to comply with the following:
 - (a) The Grantee shall utilize grant funds in accordance with Part I (Budget) to complete the activities/performance described in Section 1, above. The Grantee shall provide any additional funds, or secure commitments therefore, which are necessary to complete the specified activities/performance during the grant term set forth in the Notice of Grant Award.
 - (b) The Grantee shall execute all agreements necessary to complete the activities/performance described in Section 1, above, including, but not limited to, purchase/sales contracts for real and/or personal property, leases, easements, loans, financing agreements, grant agreements, operating agreements, etc., during the grant term specified in the Notice of Grant Award.
 - (c) The Grantee shall obtain all authorization necessary to complete the activities/performance described in Section 1, above, including, but not limited to, municipal ordinances, permits, variances, other approvals, etc., during the grant term specified in the Notice of Grant Award.
 - (d) The Grantee shall notify the Departmental grant manager in writing no later than 10 days after it becomes aware of any events/circumstances that will result in substantial delays or may substantially impair the Grantee's ability to complete the activities/performance described in Section 1, above, during the grant term specified in the Notice of Grant Award.

(e) The Grantee shall provide to the Department additional information relative to its compliance with the provisions set forth in subsections (a) through (d), above, pursuant to Part III, Section 3.2C, "Additional Information."

(f) In addition to the requirements of Part III, Section 3.7, the Grantee shall maintain in its file, and make available to the Department upon request therefore, copies of documentation, correspondence, agreements, etc., evidencing compliance with the requirements of subsections (a) through (d), above.

2.4 Any equipment purchased with Grant funds provided hereunder shall only be used for the purposes set forth above for the term of the grant.

PART III
GRANT FUND CONTROL REQUIREMENTS

3.1 **AUDITS**

- A. Provide Copy of any Audits Performed If the Grantee is required to obtain an audit by entities other than the Department, the Grantee must provide the Department with a copy of the audit report, applicable management letters (SAS 115), and applicable SAS 114 letters (Auditor's Communication With Those Charged With Governance) within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- B. Discretionary Audit The Department may, at any time, and at its discretion, request a Grant-Specific Audit or other audit, Management Letters (SAS 115) and SAS 114 Letters (Auditor's Communication With Those Charged With Governance) to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- C. Grant-Specific Audit If the Grantee submits a Grant-Specific Audit either by requirement of the Department or in place of a Standard Audit, the Grant-Specific Audit must meet the following requirements:

The audit must be completed at the end of the grant and cover the entire grant period.

The audit must include a Revenue (Receipt) and Expenditure Statement, which verifies budget amounts with actual amounts for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- Confirmation that the Grantee completed the activities described in the Scope of Work (Part II) within the grant term;
 - Confirmation that the Grantee obtained prior written approvals from the Department for material changes from the performance of the activities described in the Scope of Work (Part II);
 - Confirmation that the Grantee expended grant funds within the grant period;
 - Confirmation that the Grantee adhered to the grant budget (Part I) or, if not variances must be identified;
 - Confirmation that the Grantee obtained prior written approvals from the Department for any material variances in its expenditure of grant funds;
 - Confirmation that the Grantee adequately accounted for the receipts and expenditures of grant funds;
 - Confirmation, if applicable, that the Grantee returned grant funds and interest to the Department in accordance with the provisions of the Grant Agreement; and
 - Confirmation that the amounts reported in the Grantee's Final Financial Status Report are traceable to its general ledger and accounting records.
- D. Audit Performance All Audits shall be performed by an independent certified public accountant or accounting firm licensed by the appropriate licensing body in accordance with applicable auditing standards.
- E. Audit Submission The Grantee shall electronically send all audit reports and related deliverables to the Department at the following address:

externalauditunit@illinois.gov

If the Grantee is unable to submit the aforementioned documents to the Department electronically, the information shall be sent to the Department at the following address:

Illinois Department of Commerce and Economic Opportunity
Office of Accountability
External Audit Section
500 East Monroe Street
Springfield, IL 62701

3.2 REPORTING REQUIREMENTS

In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

- A. Expenditures and Project Activity Prior to Grant Execution If the Agreement is executed more than thirty (30) days after the beginning date of the grant term provided in the Notice of Grant Award, the Grantee must submit a Financial Status Report and a Project Status Report, in a format provided by the Department, accounting for expenditures and project activity incurred from the beginning of the grant term up to the end of the month preceding the date of the Department's execution. If these Reports are required, the Department will not disburse any Grant Funds until the report is submitted to and approved by the Department.
- B. Final Financial Status Report The Final Financial Status Report described in Section 5.3 hereof is due within 45 days following the end date stated in the Notice of Grant Award. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. Grantee must submit the report in the format provided by the Department. This report must summarize expenditure of the Grant Funds and activities completed during the grant term. The Grantee's failure to comply with the Close-out requirements set forth herein and in Section 5.3 will be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all Grant Funds disbursed to the Grantee. Grantee's failure to comply with this Section shall be considered prima facie evidence of default, and may be admitted as such, without further proof, into evidence before the Department or in any other legal proceeding.
- C. Additional Information Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.
- D. Submittal of Reports Submittal of all reports and documentation required under this Agreement should be submitted to the individual as directed by the Department. Grants in excess of \$25,000 require, at a minimum, the filing of quarterly reports describing the progress of the program, project, or use and the expenditure of the grant funds related thereto.
- E. Failure to Submit Reports In the event Grantee fails to timely submit any reports required under this Agreement, the Department may withhold or suspend the distribution of Grant Funds until said reports are filed and approved by the Department.

3.3 WELCOME PACKAGE

Upon execution of this Grant Agreement, the Grantee will receive a Welcome Package detailing reporting requirements and procedures relating to the Grant. The Grantee is obligated to comply with those requirements and any revisions thereto in accordance with Section 3.2(B) of this Grant Agreement.

3.4 FISCAL RECORDING REQUIREMENTS

The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the financial results of the Project funded under this grant program. The Grantee is

accountable for all Grant Funds received under this Grant, including those expended for subgrantees. The Grantee shall maintain effective control and accountability over all Grant Funds, equipment, property, and other assets under the grant as required by the Department. The Grantee shall keep records sufficient to permit the tracing of Grant Funds to a level of expenditure adequate to insure that Grant Funds have not been inappropriately expended, and must have internal controls consistent with generally accepted accounting practices adopted by the American Institute of Certified Public Accountants.

3.5 DUE DILIGENCE IN EXPENDITURE OF FUNDS

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

3.6 MONITORING

The grant will be monitored for compliance in accordance with the terms and conditions of the Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Department promulgates or implements. The Grantee must permit any agent authorized by the Department, upon presentation of credentials, in accordance by all methods available by law, including full access to and the right to examine any document, papers and records either in hard copy or electronic, of the Grantee involving transactions relating to this grant.

3.7 RECORDS RETENTION

The Grantee is accountable for all Grant Funds received under this Agreement and shall maintain, for a minimum of four (4) years following the Department's final written approval of all required close-outs, unless the Department notifies the Grantee prior to the expiration of the four years that a longer period is required, adequate books, records, and supporting documents, including digital and electronic data, to verify the amount, recipients and uses of all disbursements of Grant Funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Office of Inspector General, the Auditor General of the State of Illinois, the Illinois Attorney General, or any of their duly authorized representative(s), and the Grantee agrees to fully cooperate with any audit performed by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Agreement shall establish a presumption in favor of the Department for the recovery of any Grant Funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement or expenditure.

If any of the services to be performed under this Agreement are subcontracted and/or if subgrants are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subgrants, a provision that the Department, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor or subgrantee involving transactions related to this Agreement for a period of four (4) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

**PART IV
TERMS AND CONDITIONS**

4.1 AUTHORITY; PURPOSE; REPRESENTATIONS AND WARRANTIES

- A. Authority The Department is authorized to make this grant pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or To use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

- B. Purpose; Representations and Warranties The sole purpose of this grant is to fund the Grantee's performance of the Project, described in Part II hereof, during the term of this grant. The Grantee represents and warrants that the grant proposal/application submitted by the Grantee is in all material respects true and accurate; that it is authorized to undertake the obligations set forth in this Agreement and that it has obtained or will obtain and maintain all permits, licenses or other governmental approvals necessary to perform the Project described in Part II.

4.2 PROJECT SCHEDULE; EXTENSIONS

- A. Project Schedule The Grantee must complete the Scope of Work within the grant term. The Department may require the submission of deliverables. Deliverables must be provided as directed by the Department. For purposes of this Agreement, the Grant Period Begin Date shall be the Project Commencement Date and the Grant Period End Date shall be the Project Completion Date unless these dates are clearly identified as distinctly different in the Part II Scope of Work.
- B. Extensions Extensions of the grant term will be granted only for good cause. Grantees requiring an extension of the grant term should submit a written request to the Program Manager prior to the grant expiration date stating the reason for the extension. All extensions must comply with requirements of Section 5.7.

Grantee's failure to adhere to the schedule set forth in Part II may be grounds for suspension or termination of this Agreement pursuant to Section 5.5 herein. Further, failure by the Grantee to comply with the terms and conditions outlined in Part II, or with any additional terms and conditions within the Agreement, may result in the Grantee being deemed ineligible by the Department for future funding.

4.3 PAYMENT AND EXPENDITURE OF GRANT FUNDS

- A. Expenditure of Funds; Right to Refund Payment of the grant amount specified in the Notice of Grant Award shall be made to the Grantee as specified herein. Grant Funds provided under this Agreement must be expended only to perform the tasks set forth in the Scope of Work attached as Part II of this Agreement. In addition to reasons set forth in other sections of this Agreement, the Department will require a refund from Grantee if (i) the total grant expenditures are less than the amount vouchered to the Grantee from the Department pursuant to the Notice of Grant Award; or (ii) Grant Funds have not been expended or legally obligated within the grant term in accordance with Parts I and Part II hereof. If the Department requires a refund under either of the above circumstances, the Grant Funds must be returned to the Department within forty-five (45) days of the end of the grant term or the otherwise effective Grant Agreement termination date.
- B. Payment Provisions; Prior Incurred Costs

25% Partial Advance/Remainder Reimbursement

Upon execution of this Agreement, the Department shall authorize an initial disbursement in the amount of twenty-five percent (25%) of the total grant award. Future payments to the Grantee are subject to the Grantee’s submission and certification of eligible costs incurred and any documentation as required by the Department. Payment shall be initiated upon the Department’s approval of eligible costs and cash amount requested for reimbursement of those costs.

Prior Incurred Costs

Reimbursement of costs incurred prior to the beginning date as specified in the Notice of Grant Award will be allowed only if specifically provided for in the Part II, Scope of Work, as approved by the Department. If not clearly identified in Part II, Scope of Work, any costs incurred prior to this Agreement will be disallowed.

4.4 GRANT SPECIFIC TERMS/CONDITIONS

A. Projects Requiring External Sign-offs

- (1) Pursuant to applicable statute(s), this grant requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the grant is sent to the Grantee for execution:**

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____ Illinois Historic Preservation Agency	_____	_____
_____ Illinois Dept. of Agriculture	_____	_____
<u> X </u> Illinois Dept. of Natural Resources	<u> X </u>	_____
_____ NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item 3) immediately below apply with respect to the disbursement of funds under this grant.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency, the Grantee must, prior to construction, obtain a construction permit or “authorization to construct” from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 et seq.

(3) External Sign-Off Provisions :

- a) The Project described in Part II and funded under this Grant Agreement, is subject to review by the external agency(ies) indicated in Item 1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Department shall be incorporated into this Agreement as follows: (i) as an attachment to this Agreement (immediately following this Part IV) at the time of grant execution; or (ii) if received from the applicable agency(ies) subsequent to execution, as an addendum to this Agreement.** The Grantee is contractually obligated to comply with such requirements.

- b) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Department’s obligation

to disburse funds under this Grant Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the Project have been satisfied. Upon receipt of said notification, disbursement of the grant funds shall be authorized in accordance with the provisions of Section 4.3B hereof.

- c) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE DEPARTMENT OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

B. If external sign-offs are indicated in this Section 4.4 disbursement of grant funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this Section 4.4. Upon receipt of all required sign-offs, the Department's Accounting Division will be notified to disburse grant funds in accordance with the disbursement method indicated herein.

C. Interest on Grant Funds

Notwithstanding Section 4.6 or any other provision in this Agreement, the Grantee may be allowed to retain interest earned on grant funds awarded under this Agreement, provided that:

- (1) All interest earned must be expended prior to grant funds. All reporting documents should reflect the full expenditure of any interest earned. Any grant funds or earned interest unspent above the total cost of the project as detailed in Parts I and II must be returned as grant funds to the Department as described in Part 5.3 herein; and
- (2) Interest may only be expended for activities which are identified in Parts I and II hereof; and
- (3) All interest earned must be accounted for and reported to the Department in the Grantee Final Financial Status Report described in Section 5.3 herein.

Retained interest must be kept in accordance with Section 4.5 of the Grant Agreement.

4.5 DEPOSIT OF GRANT FUNDS

Grant Funds paid in advance of realized costs must be kept in an interest bearing account and maintained therein until used in accordance with the terms and conditions of this Agreement. The Department may waive this requirement upon a written request from the Grantee; however written Departmental approval must be received before any Grant Funds are kept in a non-interest bearing account. Grantee will be responsible for the payment of interest to the Department at a rate equal to twelve percent (12%) per annum on any of the Grant Funds kept in a non-interest bearing account without prior Departmental written approval.

Any interest earned on these Grant Funds must be accounted for as provided in Section 4.6 of this Agreement. Exceptions to Section 4.5 are not permissible without prior written approval by the Department.

Grant Funds paid in reimbursement of previously paid costs may be kept in a non-interest bearing account at the Grantee's discretion.

4.6 RETURN OF INTEREST ON GRANT FUNDS

This Agreement does not allow for the retention of interest by the Grantee. Any interest earned on Grant Funds provided under this Agreement must be accounted for in the Final Financial Status Report described in Section 5.3 herein, and returned as interest to the Department in accordance with the directions provided by the Department.

4.7 INTENTIONALLY LEFT BLANK

4.8 SUPPORT

Grantee, through its agents, employees and contractors, will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, unless the Agreement specifically sets forth items of support to be provided by the Department.

4.9 OWNERSHIP, USE AND MAINTENANCE OF PERSONAL PROPERTY

A. Ownership Subject to the provisions of this Section 4.9, and the remedies available to the Department as set forth in Section 4.11 below, equipment and material authorized to be purchased with Grant Funds becomes the property of the Grantee. Grantee will maintain an inventory or property control record for all equipment and material purchased with Grant Funds.

B. Use: Maintenance; Insurance During the Grant term, the Grantee must:

(1) use equipment and materials acquired with Grant Funds only for the approved Project purposes set forth in Part II; and (2) provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes and maintain, at its own expense, insurance coverage on all equipment and material purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

C. Prohibition Against Disposition/Encumbrance The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment or material during the grant term without prior written approval of the Department.

4.10 PUBLIC INFORMATION REQUIREMENTS

For the duration of the Agreement, the Grantee will prominently acknowledge the participation of the Department in the Project in all press releases, publications and promotional materials presented to the media or otherwise dissemination published concerning the Project. The Grantee must provide the Department with copies of any proposed press releases, publications and promotional materials not less than ten (10) days before these materials are disseminated. Grantee will submit copies of any press releases, publications and promotional materials to the Department's Project Manager.

The Grantee will provide adequate advance notice pursuant to Section 4.12 of promotional events such as open houses, dedications, or other planned publicity events; and will also coordinate in the planning of said events. Any materials or displays to be distributed in connection with the promotional event must be submitted to the Department in advance of publication or dissemination and must prominently acknowledge the Department's participation in the Project.

4.11 DEPARTMENT REMEDIES

In addition to any remedies found elsewhere in this Agreement or at law, the Department may elect any of the following remedies in the event this Agreement is terminated pursuant to Section 5.5 herein. Grantee must comply with the Department's direction within 45 days following written notice or demand from the Department.

- A. The Department may direct the Grantee to refund all grant moneys disbursed to it under this Agreement;
- B. The Department may direct the Grantee to remit an amount equivalent to the “Net Salvage Value” of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, “Net Salvage Value” is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses;
- C. The Department may direct the Grantee to transfer ownership of equipment or material purchased with Grant Funds provided under this Agreement to the Department or its designee.

4.12 NOTICES

Notices and other communications provided for herein shall be given in writing by first class mail, by registered, or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the respective party at the address set forth on the signature page hereto, or to such other authorized designees as the parties may designate in writing from time to time. Grantee is responsible for providing the Department with correct address and contact information for itself and its designees. Any notice to the Grantee shall be deemed to have been provided if sent to the address or contact information on the signature page or to the address of an authorized designee. Notice to the Department is deemed to have been provided at the time it is actually received.

4.13 COMPLAINT PROCESS

In the event of a Grantee complaint, the Department’s Administrative Hearing Rules shall govern and said rules can be found at Title 56 Illinois Administrative Code, Section 2605.

4.14 GRANT FUNDS RECOVERY ACT (30 ILCS 705/1, ET SEQ.)

This Agreement is subject to all applicable provisions of the Illinois Grant Funds Recovery Act, including the requirement that any Grant Funds not expended or legally obligated at the expiration or termination of the Grant term must be returned to the Department within 45 days following said expiration or termination. Notwithstanding any provision specified elsewhere in this Agreement regarding the treatment of interest earned on the Grant Funds, any interest earned on Grant Funds that is not expended or legally obligated during the Grant term must also be returned to the Department within 45 days following the expiration or termination of this Agreement.

4.15 GRANT PROJECT MANAGEMENT

All necessary and ordinary communications, submittals, approvals, requests and notices related to the Project shall be submitted to:

Ericka Perkins
Illinois Department of Commerce and Economic Opportunity
500 E. Monroe St.
Springfield, IL 62701

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE REPRESENTATIONS AND WARRANTIES; GRANTEE GENERAL COVENANTS

- A. Grantee Representations and Warranties In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to the Department:
- (1) That it has all requisite authority to carry on its business and to execute, deliver and consummate the transactions contemplated by this Agreement;
 - (2) That its employees, agents and officials are competent to perform as required under this Agreement;
 - (3) That it is the real party in interest to this Agreement and is not acting for or on behalf of an undisclosed party;
 - (4) That it has taken all necessary action under its governing documents to authorize the execution and performance of this Agreement under the terms and conditions stated herein;
 - (5) That it has no public or private interest, direct or indirect, and shall not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;
 - (6) That no member of any governing body or any officer, agent or employee of the State, is employed by the Grantee or has a financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted applicable statute, regulation or ordinance;
 - (7) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;
 - (8) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:
 - (a) Are not presently declared ineligible or voluntarily excluded from contracting with any Federal or State department or agency;
 - (b) Have not within a three-year period preceding this Agreement been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of Federal or State antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property; and
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in subparagraph (b) of this certification.

Any request for an exception to the provisions of this paragraph must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction.

- (9) That this Agreement has been duly executed and delivered on behalf of the Grantee and constitutes a legal, valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that enforcement of any such terms may be limited by
- (a) Applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or
 - (b) Judicial public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce; and performance required under this Agreement; and
- (10) Grantee certifies that it is not currently operating under or subject to any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify the Department of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that the Department is authorized to declare Grantee in default of this Agreement and suspend or terminate the Agreement pursuant to Section 5.5.

B. General Covenants In connection with the execution and delivery of this Agreement, the Grantee makes the following covenants to the Department, which are in addition to any specific covenants contained in this Agreement:

- (1) That it will use Grant Funds only for the purposes set forth in the Budget and Scope of Work, Parts I and II, respectively, of this Agreement;
- (2) That all warranties and representations made by the Grantee in this Agreement shall be true, accurate and complete for the term of the Agreement;
- (3) That it shall be subject to, obey, and adhere to any and all federal, state and local laws, statutes, ordinances, rules, regulations and executive orders as are now or may be in effect during the term of this Agreement which may be applicable to the Grantee;
- (4) That it shall remain solvent and able to pay its debts as they mature. In the event of bankruptcy filing by the Grantee, voluntary or involuntary, the Department may decline to make any further payment, which may otherwise be required under this Agreement;
- (5) That it shall immediately notify the Department of any and all events or actions that may materially adversely affect its ability to carry on its operations or perform any or all of its obligations under this Agreement; and
- (6) That it shall not enter into any other agreement or transaction that would conflict with the performance of its duties hereunder.

5.2 APPROPRIATION; NONAPPROPRIATION/INSUFFICIENT APPROPRIATION; REDUCED FUNDING SOURCES/REVENUES

A. Appropriation The Grantee is hereby given actual knowledge that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon the existence of a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless expressly authorized by law.

- B. Non-appropriation/Insufficient Appropriation Payments pursuant to this Agreement are subject to the availability of applicable federal and/or state funding from the Department and their appropriation and authorized expenditures under State law. The Department shall use its best efforts to secure sufficient appropriations to fund this Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The Department, at its sole discretion, shall determine whether amounts appropriated are sufficient to continue its obligations under this Agreement. Termination resulting from non-appropriation or insufficient appropriation shall be in accordance with Section 5.5(A)(1) hereof. Any grant is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.
- C. Reduced Funding Sources/Revenues The Department reserves the right to reduce the amount to be paid to Grantee under this Agreement if the Department determines that it is in the best interest of the State of Illinois to reduce its obligation under this Agreement as a result of the occurrence of any of the following events during the term of the Agreement:
- (1) Receipts from revenues which provide the funding for this Agreement either fall significantly short of anticipated levels, or significantly decrease, or
 - (2) Other sources (external grants, contracts, awards, etc.) providing funds for this Agreement are decreased or withdrawn. If such an event occurs, the Department will notify the Grantee as soon as possible. If the Department and Grantee are able to agree on a reduced compensation amount and a corresponding reduced scope of services, the parties shall execute a grant modification so stating. If the Department and Grantee are unable to agree on the reduced compensation and reduced scope of services, the Department shall terminate the Grant in accordance with the provisions of Section 5.5(A)(2) herein.

5.3 GRANT CLOSE-OUT

- A. Final Financial Status Report In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a Final Financial Status Report on forms provided by the Department, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement. The Grantee should refer to the Welcome Package and the Reports Deliverable Schedule for the specific reporting requirements and due dates. The Grantee must report on the expenditure of Grant Funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed by such Final Financial Status Report, including such action as the Department, based on its review of the report, may direct.
- B. Grant Refunds In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, et seq., the Grantee must, within forty-five (45) days of the earlier of the Grant Period end date or the effective date of termination of this Agreement, refund to the Department, any balance of Grant Funds not spent or not obligated as of said date.

5.4 DEFAULT AND REMEDIES

The occurrence of any of the following events, during the grant term, shall constitute a default:

- A. Grantee shall fail to observe or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- B. Any representation, warranty, certificate or statement made by the Grantee in this Agreement, including the Exhibits hereto, or in any certificate, report, financial statement or other document delivered pursuant to this Agreement shall prove to have been incorrect when made in any material respect;

- C. Grantee shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- D. An involuntary case or other proceeding shall be commenced against the Grantee seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceedings shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Grantee under the federal bankruptcy laws as now or hereby after in effect;
- E. The Grantee permanently ceases the conduct of active trade or business at the location specified in Part II, Scope of Work, for any reason, including, but not limited to, fire or other casualty;
- F. Company fails to provide the Company Contribution, if applicable, as identified in Part II, Scope of Work;
- G. Grantee defaults on a loan from a third party. Grantee shall provide the Department with immediate notice upon making a determination that it will default on a loan.

Grantee shall have 30 days from the date Department notifies it of the occurrence of a default to cure the default to Department's satisfaction. Grantee's failure to cure, or to initiate a cure which is satisfactory to the Department, shall be a sufficient basis for the Department to terminate this Agreement and to direct Grantee to refund all Grant Funds disbursed to it by the Department within thirty (30) days of receipt of the notice of termination.

At the Department's discretion the Grantee shall be responsible for the payment of interest at a rate equal to twelve percent (12%) per annum for any amount of the Grant Funds which it has not refunded to the Department beginning thirty (30) days from the date the termination notice is sent by the Department and continuing to the date that all Grant Funds are refunded by Grantee or recovered through other legal processes available to the Department.

5.5 **TERMINATION; SUSPENSION**

- A. This Agreement may be terminated as follows:
 - (1) Non-appropriation, Insufficient Appropriation In the event of non-appropriation or insufficient appropriation as described in Section 5.2(B) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. The Department shall provide such notice to Grantee as soon as possible after it becomes aware of such non-appropriation or insufficient appropriation. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.
 - (2) Reduced Funding Sources/Revenues In the event the parties are unable to agree on a reduced amount of compensation and scope of services necessitated due to a reduction in revenues or other funding sources for this Agreement as described in Section 5.2(C) above, Grantee shall be paid for non-cancelable, allowable expenditures incurred in the performance of authorized services under

this Agreement prior to the effective date of termination which shall be the date stated in the written termination notice provided to Grantee. Any refunds due the Department shall be submitted in accordance with the provisions of Section 5.3(B) hereof.

For Cause If the Department determines that the Grantee has failed to comply with any of the covenants, terms, conditions or provisions of this Agreement, or any other application, proposal or grant award executed by the Department and the Grantee, including any applicable rules or regulations, or has made a false representation or warranty in connection with the receipt of the grant, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department for a period not to exceed two (2) years.

- (3) For Convenience The Grantee acknowledges that this grant was made by the Department based on its determination that the activities to be funded under this Agreement are in furtherance of either the Department's statutory requirements or its program objectives. The Grantee further acknowledges that the Department may unilaterally terminate this Agreement based on its good faith determination that the continued expenditure of Grant Funds under this Agreement is no longer in furtherance of said statutory requirements or program objectives. Termination for convenience shall be effective upon delivery of notice to Grantee pursuant to Section 5.10(F) hereof. The Grantee shall not incur new obligations after the effective date of the termination, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for properly incurred expenditures made in connection with the Grant in accordance with the provisions of Part I (Budget) and Part II (Scope of Work). Grant refunds shall be submitted in accordance with the provisions of Section 5.3(B) hereof.
- B. Suspension If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, upon written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of Grant Funds, pending corrective action by the Grantee or a decision to terminate this Agreement. The Department may determine to allow such necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

5.6 INDEMNIFICATION

- A. Non-Governmental Entities The Grantee agrees to assume all risk of loss and to indemnify and hold the State, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Grantee, its employees, agents, or subcontractors or subgrantees in the performance of this Agreement. Grantee shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property and shall, at the State's request and expense, furnish to the State reasonable assistance and cooperation including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery.

The Grantee shall, at its expense, defend the State against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the State in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement.

- B. Governmental Entities In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

5.7 MODIFICATION BY OPERATION OF LAW; BUDGET MODIFICATIONS; DISCRETIONARY MODIFICATIONS

- A. Modifications by Operation of Law This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and become part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.
- B. Budget Modifications Grantee must expend the Grant Funds in accordance with the approved budget set forth in Part I hereof. If the Grantee determines that its expenditures for the grant term will vary from the amounts listed in the approved project budget it must submit a written request for approval from the Department prior to incurring the revised costs. Said request must give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised Project Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions is a sufficient reason for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.

The Grantee may make a line item transfer up to the allowable variance percentage/amount of the total approved line item budget as specified in Part I Budget without prior written approval of the Department, subject to the following conditions:

- (1) Modifications Requiring Departmental Approval If the Grantee determines that its expenditures will vary from the approved budgeted line item amounts listed in Part I Budget by more than the allowable variance percentage/amount for any given line item expenditure, but will not exceed the total grant award, it shall submit a written request for approval from the Department prior to incurring the revised costs. Modification requests shall give the reasons for and amounts of the revisions. If the Department approves the revised expenditures, it will provide the Grantee with a revised project Part I Budget incorporating the revisions. Grantee's failure to obtain written approval for anticipated budget revisions shall be deemed sufficient for the Department to disallow any costs not included in the original project budget and require a refund from the Grantee.
 - (2) Discretionary Transfers Transfers between approved line items that do not exceed the allowable variance percentage/amount of the original approved budget line item may be made at the Grantee's discretion without the Department's approval. For purposes of the allowable discretionary transfer(s), the line item to which the transfer is made cannot be increased by more than the allowable variance percentage/amount of the original approved line item. Additionally, the allowable discretionary transfer does not apply to an Audit line item (if present). Any and all modifications to an existing Audit line item may only be made with the Department's prior written approval.
- C. Discretionary Modifications If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections 5.7(A) and 5.7(B) above, written notice of the proposed

modification must be given to the other party. Modifications will only take effect when agreed to in writing by both the Department and the Grantee. However, if the Department notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the proposed modification will be deemed to have been approved by the Grantee. In making an objection to the proposed modification, the Grantee shall specify the reasons for the objection and the Department shall consider those objections when evaluating whether to follow through with the proposed modification. The Department's notice to the Grantee shall contain the Grantee name, Grant number, modification number, purpose of the revision and signature of the Department's Director.

- D. Unilateral Modifications The parties agree that the Department may unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by the Department for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the grant during the program year covered by the term of this Agreement. The parties further agree that the thirty (30) day period for objection described in Section 5.7(C) above does not apply to the unilateral modification authority described in Section 5.7(D).
- E. Management Waiver The parties agree that the Department may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to requirements relating to the Grantee's compliance with existing audit requirements in the Agreement, retention of interest earned by the Grantee on Grant Funds, variances to budgetary line items, non-material changes to the Scope of Work in Part II, and any other non-material changes to specific grant terms that the Department determines are necessary to place the Grantee in administrative compliance with the terms of this Agreement. A management waiver issued after the term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Department will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this section.
- F. Term Extensions The Grantee acknowledges that all Grant Funds must be expended or legally obligated during the grant term set forth in the Notice of Grant Award. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 et. seq.), no grant term may be extend beyond a two-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed in reimbursement of costs previously incurred by the grantee.

5.8 CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/ EMPLOYEES; BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED; DUE DILIGENCE IN EXPENDITURE OF GRANT FUNDS

- A. Conflict of Interest A conflict of interest exists if a Grantee's officers, directors, agents, employees and family members use their position for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain, financial or nonfinancial, for themselves or others, particularly those with whom they have family business or other ties. The Grantee must establish safeguards to prohibit such a conflict of interest from occurring. Safeguards, evidenced by rules or bylaws, shall also be established to prohibit persons from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee must immediately notify the Department in writing of any actual or potential conflicts of interest, as well as any actions that create or which appear to create a conflict of interest.

- B. Interest of Public Officials/Employees
 - (1) Governmental Entity If the Grantee is a governmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. Further, Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in

the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

- (2) Nongovernmental Entity If the Grantee is a nongovernmental entity, the Grantee certifies that no conflict of interest as defined in Section 5.8A exists. If such a conflict or appearance thereof exists or arises, the Grantee must provide immediate notification to the Department as provided in Section 5.8A. The Department may, in its discretion, issue Grant Funds if it determines that appropriate safeguards are in place and that it is in the best interest of the State to proceed.

Violations of Section 5.8 may result in suspension or termination of this Agreement, and recovery of Grant Funds provided hereunder. Violators may also be criminally liable under other applicable State or Federal laws and subject to actions up to and including felony prosecution.

- C. Bonus or Commission Prohibited The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.
- D. Hiring State Employees Prohibited No State officer or employee may be hired to perform services under this Agreement, or be paid with Grant Funds derived directly or indirectly through this grant without the written approval of the Department.

5.9 APPLICABLE STATUTES

- A. Grantee Responsibility All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.
- B. Land Trust/Beneficial Interest Disclosure Act (765 ILCS 405/2.1) No grant award Grant Funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.
- C. Historic Preservation Act (20 ILCS 3420/1 et seq.) The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency.
- D. State of Illinois Discrimination Laws (775 ILCS 5/1-101 et seq.) In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- E. Drugfree Workplace Act (30 ILCS 580/1 et seq.) Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are

applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

- F. Freedom of Information Act (5 ILCS 140/1 et seq.) Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act.
- G. Prevailing Wage Act (820 ILCS 130/0.01 et seq.) All projects for the construction of fixed works which are financed in whole or in part with Grant Funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- H. Victims Economic Security and Safety Act (820 ILCS 180 et seq.) If the Grantee has 50 or more employees, it may not discharge or discriminate against an employee who is a victim of domestic violence, or who has a family or household member who is a victim of domestic violence, for taking up to a total of twelve (12) work weeks of leave from work during any twelve month period to address the domestic violence, pursuant to the Victims Economic Security and Safety Act. The Grantee is not required to provide paid leave under the Victims Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- I. Equal Pay Act of 2003 (820 ILCS 112 et seq.) If the Grantee has four or more employees, it is prohibited by the Equal Pay Act of 2003 from paying unequal wages to men and women for doing the same or substantially similar work. Further, the Grantee is prohibited by the Equal Pay Act of 2003 from remedying violations of the Act by reducing the wages of other employees or discriminating against any employee exercising his/her rights under this Act. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by Statute or regulation.
- J. Steel Products Procurement Act (30 ILCS 565 et seq.) The grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this grant for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565 et seq.).
- K. Use of Illinois Labor for Public Works Projects (20 ILCS 605/605-390; 30 ILCS 570/0.01) The Grantee shall provide the Department with documentation certifying that at least fifty percent (50%) of the total labor hours performed to complete the project described in Part II were performed by actual residents of the State of Illinois, in those cases where the project meets the statutory definition of a state construction project in 20 ILCS 605/605-390. In periods of excessive unemployment the Grantee shall also provide the Department with documentation certifying that it has caused to be employed at

least 90% Illinois laborers on the project described in Part II, in those cases where the project meets the statutory definition of a public works project or improvement in 30 ILCS 570/0.01 et seq.

- L. Minorities, Females, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105) The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Scope of Work to be performed under this Agreement.

5.10 MISCELLANEOUS PROVISIONS

- A. Independence of Grantee Personnel All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed by or contracted with Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.
- B. Grantor Authority The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.
- C. Governing Law This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law.
- D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.
- E. Delivery of Grantee Payments Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee, that complies with the requirements of Section 5.10(F) below. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.
- F. Notice Any notice, demand, or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth in the Notice of Grant Award by any of the following means: (a) personal service, (b) electronic communication, whether by telex, telegram or telecopy, (c) overnight courier, or (d) registered or certified first class mail, postage prepaid, return receipt requested. Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, respectively. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

The Grantee acknowledges and agrees that its address set forth in the Notice of Grant Award is its current address and shall be considered its last known address for purposes of receiving any and all notice(s) required under this Agreement. The Grantee further acknowledges and agrees that the Department is justified in relying upon the address information furnished to it by the Grantee in absence of notice to the contrary. The Grantee also acknowledges and agrees that it has the burden of notifying the Department of its current/last known address. In the event that the Grantee changes its

current address, it shall contact its Program Manager and notify him/her of said change of address and a formal modification will be executed.

- G. Required Notice Grantee agrees to give prompt notice to the Department of any event that may materially affect the performance required under this Agreement. Any notice or approval relating to Section 5.5 (Termination), Section 5.7C (Discretionary Modifications), Section 5.7E (Waivers), and Section 5.10I (Assignment) must be executed by the Director of the Department or her/his authorized designee.
- H. Modifications A modification of any condition of this Agreement must be requested in writing. No modification of any condition of this Agreement may be effective unless in writing from and signed by the Director of the Department.
- I. Assignment The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.
- J. Severability Clause If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement, which can be given effect without the invalid provision or application.
- K. Integration Clause This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.
- L. Comptroller Filing Notice The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.
- M. Subcontract and Grants The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement. For the Department to approve the use of any subcontract or subgrant, the Grantee must employ an open, impartial and reasonably competitive selection process.
- N. Attorney Fees and Costs If the Department is the prevailing party in any proceeding to enforce the terms of this Agreement, the Department has the right to recover reasonable attorney fees, costs and expenses associated with recovering the Grant Funds.

**PART VI
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW

The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST

The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING

The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN

The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT

The Grantee certifies that:

- A) ____ It is a Corporation, Partnership, or other entity (other than an individual) **with 24 or fewer employees** at the time of execution of this Agreement.
- B) ____ That the purpose of this grant is to fund solid waste reduction.
- C) ____ It is a Corporation, Partnership, or other entity (other than an individual) **with 25 or more employees** at the time of execution of this Agreement, or
- D) ____ That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Grantee's policy of maintaining a drug free workplace;
 - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY

The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission

of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT

The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.)

6.9 SEXUAL HARASSMENT

The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE AGENCY DELINQUENCIES

The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

6.12 PROHIBITION OF GOODS DERIVED FROM CHILD LABOR

The Grantee certifies, in accordance with Public Act 94-0264, that no foreign-made equipment, materials, or supplies furnished to the State in connection with this Agreement have been produced in whole or in part by the labor of any child under the age of 12.

6.13 PREVAILING WAGE

The Grantee acknowledges that receipt of Grant Funds under this Agreement require compliance with the Prevailing Wage Act (820 ILCS 130 et. seq.). Persons willfully failing to comply with, or willfully violating this Act may be in violation of the Criminal Code. Questions concerning compliance with the Prevailing Wage Act should be directed to the Illinois Department of Labor.

6.14 LIEN WAIVERS

The Grantee shall monitor construction to assure that necessary contractor's affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

6.15 INTERAGENCY WETLAND POLICY ACT

The Grantee certifies that the proposed project is compatible with established state policy regarding wetlands, pursuant to the Interagency Wetland Policy Act of 1989. The Grantee acknowledges that the Illinois Department of Natural Resources may, from time to time, monitor the proposed project to ensure continued compliance with the aforementioned Act. In the event that the project does not remain in compliance with the Act, such noncompliance shall constitute a breach of the Agreement, and failure to cure the breach within sixty (60) days after notice thereof will result in the termination of this Agreement.