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

June 18, 2012  
7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Approval of Minutes — June 4, 2012
6. Receiving of Communications
7. Mayor's Report
  - A. Certificate of Recognition: Jade Comes, Hunter Dapkus, and Lane Paulson
8. City Clerk's Report
9. City Administrator's Report
10. Department Head Information/Questions
11. Treasurer's Report
  - A. Warrant Number — 12-13-04
  - B. Monthly Report — May 2011
12. Standing Committee Reports
13. Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda.)
14. Old Business

15. Consent Agenda
  - A. Consideration of a Motion to Approve the Purchase of a Three-Year Extension of the Maintenance & Support Agreement for the Police Department's Livescan Electronic Fingerprint Scanner
  - B. Consideration of a Motion to Approve the Purchase of Ten (10) New TASERS-Model X2, Accompanying Holsters, Cartridges, 4-year Extended Warranties and 1 Data-Port Download Kit from Ray O'Herron Co in the Amount of \$16,800 and Trade in Our X26 Tasers in an Amount of \$2,250
  - C. Consideration of a Motion to Approve an Ordinance Amending Subsections of 9-8-2 (D), (F) & (G) of Title 9, Chapter 8, "Seizure and Impoundment of Motor Vehicles," of the Darien City Code
  - D. Consideration of a Motion to Approve the Recommendation to Release Executive Session Minutes that No Longer Require Confidentiality
  
16. New Business
  - A. Consideration of a Motion to Approve an Ordinance Approving a Special Use to the Darien Zoning Ordinance (PZC 2012-08: 2601 75th Street, Grand Dukes)
  - B. Consideration of a Motion to Approve - an Ordinance Providing for the Issuance of \$\_\_\_\_\_ General Obligation Refunding Bonds, Series 2012, of the City of Darien, DuPage County, Illinois, and Providing for the Levy and Collection of a Direct Annual Tax Sufficient for the Payment of the Principal of and Interest on Said Bonds, and Further Providing for the Execution of an Escrow Agreement in Connection with Such Issuance
  
17. Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue.)
  
18. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE JUNE 4, 2012 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION RECESSED AT 7:01 P.M., RECONVENED AT 7:22 P.M., AND ADJOURNED AT 7:28 P.M.

**EXECUTIVE SESSION**

It was moved by Alderman Marchese 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 7:03 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**

**EXECUTIVE SESSION ADJOURNMENT**

It was moved by Alderman Marchese and seconded by Alderman Beilke to adjourn Executive Session.

**REVERSE ROLL CALL – MOTION DULY CARRIED**

Executive Session was adjourned at 7:21 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**JUNE 4, 2012**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

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

Absent: None

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

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

5. **APPROVAL OF MINUTES** – Committee of the Whole, May 21, 2012  
– City Council, May 21, 2012

It was moved by Alderman Beilke and seconded by Alderman Schauer to approve the minutes of the Committee of the Whole Meeting and the City Council Meeting of May 21, 2012, as presented.

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

Nays: None

Abstain: Seifert

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

6. **RECEIVING OF COMMUNICATIONS**

Alderman Marchese read into the record a letter sent by the DuPage County Sheriff to the residents in his subdivision regarding the closure of 86<sup>th</sup> Street and Kearney which he and

his fellow residents found to be very offensive. Alderman Marchese advised the property owner would be seeking water from the City in the future. Director Gombac explained that due to an Intergovernmental Agreement between the City of Darien and DuPage County, water connection must be provided at the property owner's expense, at non-resident water rates. He added that DuPage County would need to review and approve the plan to run the water connection under the creek. Alderman Marchese suggested that construction traffic no longer be allowed on Kearney. A lengthy discussion ensued. Alderman Marchese advised that he would arrange a meeting with the Brookerridge Home Owners Association to discuss the situation.

Alderman Beilke received a telephone call from John Beck of 6709 Crest Road expressing concern with a proposed patio which will be used as a smoking area to be located behind Goers Dental Clinic. Dr. Goers has agreed to remedy the situation by installing either a privacy fence or shrubbery. Mr. Beck was notified and is satisfied with resolution.

7. **MAYOR'S REPORT**

There was no report.

8. **CITY CLERK'S REPORT**

Clerk Ragona invited all to attend Coffee with the Mayor at Brookhaven Marketplace located at 7516 Cass Avenue on June 16, 2012 from 9:00 a.m. to 10:00 a.m.

9. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana reminded all that a City Council Committee-of-the-Whole Meeting was scheduled for June 18, 2012 from 6:00 to 7:00 P.M. to continue Capital Projects discussions.

10. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

Director Gombac advised that the City is looking at a new treatment for the Emerald Borer. He added that treatment will be provided by the City's arborist who is licensed to use the product. Several vendors are listed on the City's website for residents who would like to use this treatment for their private property trees.

Chief Brown provided the May 2012 Monthly Crime Report. He urged residents to help prevent crimes by locking their homes, garages, and vehicles, also to keep valuables in vehicles from plain view. He reviewed the Monthly Crime Comparison report from May

2011 to May 2012. Chief Brown urged residents to call 911 as the primary source for police service.

11. **TREASURER'S REPORT**

**A. WARRANT NUMBER 11-12-25**

It was moved by Alderman Schauer and seconded by Alderman Seifert to approve payment of Warrant Number 11-12-25 for FYE 2012 in the amount of \$5,935.40 from the General Fund; \$13,255.00 from the Water Fund; for a total to be approved of \$19,190.40.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

**B. WARRANT NUMBER 12-13-03**

It was moved by Alderman Poteraske and seconded by Alderman Beilke to approve payment of Warrant Number 12-13-03 for FYE 2013 in the amount of \$178,523.71 from the General Fund; \$73,953.98 from the Water Fund; \$1,008.66 from the Motor Fuel Tax Fund; \$52,000.00 from the Debt Service Fund; \$283,030.64 from the Capital Improvement Fund; \$223,271.56 General Fund Payroll for the period ending 05/17/2012; \$18,375.65 from the Water Fund Payroll for the period ending 05/17/2012; for a total to be approved of \$830,164.20.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

**C. TREASURER’S MONTHLY REPORT – APRIL 2012**

Treasurer Coren noted that the end of the fiscal year audit was in progress and that the figures for April 2012 are tentative. The audit should be completed next week and finalized figures would be provided.

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of April 2012:

<u>General Fund:</u>	Revenue \$14,023,084; Expenditures \$11,618,161; Current Balance \$3,866,333
<u>Water Fund:</u>	Revenue \$4,476,940; Expenditures \$4,414,535; Current Balance \$1,413,087
<u>Motor Fuel Tax Fund:</u>	Revenue \$666,393; Expenditures \$531,698; Current Balance \$215,685
<u>Water Depreciation Fund:</u>	Revenue \$1,385; Expenditures \$35,494; Current Balance \$100,393
<u>Capital Improvement Fund:</u>	Revenue \$4,027,815; Expenditures \$2,283,746; Current Balance \$1,858,762
<u>Capital Projects Debt Service Fund:</u>	Revenue \$106,380; Expenditures \$104,375; Current Balance of \$4,207

12. **STANDING COMMITTEE REPORTS**

**Police Committee** — Chairman McIvor submitted the minutes of the Police Committee Meeting of May 3, 2012. She advised the July meeting has been cancelled due to a lack of agenda items, and the next Police Committee Meeting is scheduled for August 2, 2012 at 6:00 p.m. in the Council Chambers.

**Municipal Services Committee** — Chairman Marchese stated that the minutes of the Municipal Services Committee Meeting of April 23, 2012 were submitted to the City Clerk’s Office. He advised the next meeting is scheduled for June 25, 2012 at 6:30 p.m. in the Council Chambers.

**Administrative/Finance Committee** — Chairman Poteraske advised the June 11, 2012 Administrative/Finance Committee Meeting was cancelled due to a lack of agenda items. The next meeting is scheduled for July 9, 2012.

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

Jeff Howard of Inland Real Estate, the owners of Chestnut Court, thanked Director Gombac, Senior Planner Griffith, and City Staff for their professional and expeditious handling of the sign variation request.

14. **OLD BUSINESS**

There was no old business.

15. **CONSENT AGENDA**

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

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

**A. A MOTION TO APPROVE:**

- **SEPTEMBER 7, 8 AND 9 AS DATES FOR THE DARIEN CHAMBER OF COMMERCE TO HOLD THE DARIENFEST 2012 CELEBRATION**
- **ROAD CLOSURES TO ACCOMMODATE WINDY CITY AMUSEMENT CO./DARIENFEST, INCLUDING CLARENDON HILLS ROAD FROM PLAINFIELD ROAD TO 71<sup>ST</sup> STREET FROM 10:00 A.M. ON THURSDAY, SEPTEMBER 6, UNTIL 5:00 P.M. ON MONDAY, SEPTEMBER 10, 2012 (WITH MAINTENANCE OF LANE FOR EMERGENCY VEHICLES); TENNESSEE AVENUE AND 72<sup>ND</sup> STREET TO BENTLEY TO BE CLOSED EXCEPT FOR LOCAL TRAFFIC; NO PARKING ON THE NORTH SIDE OF 71<sup>ST</sup> STREET FROM CLARENDON HILLS ROAD TO THE WEST END OF DARIEN COMMUNITY PARK; NO PARKING ON BOTH SIDES OF CLARENDON HILLS ROAD FROM 71<sup>ST</sup> STREET TO 69<sup>TH</sup> STREET; NO PARKING ON THE EAST SIDE OF BENTLEY AVENUE FROM 71<sup>ST</sup> STREET TO 72<sup>ND</sup> STREET; AND PARKING ON ONE SIDE OF ROGER ROAD**
- **PROVISION OF POLICE PROTECTION FOR THE DARIENFEST 2012 CELEBRATION**

**B. A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE TEMPORARY LIQUOR LICENSE – DARIENFEST 2012**

**C. A MOTION TO APPROVE THE OUR LADY OF PEACE CATHOLIC SCHOOL 5K RUN SCHEDULED FOR OCTOBER 28, 2012, AT 8:30 A.M.**



- D. RESOLUTION NO. R-44-12      A RESOLUTION AUTHORIZING THE MAYOR TO CONTRACT WITH ENVIROTEST/PERRY LABORATORIES, INC. FOR THE 2012 CHEMICAL/RADIOLOGICAL/LT2 WATER SAMPLING PROGRAM IN THE AMOUNT OF \$7,827.00
  
- E. ORDINANCE NO. O-23-12      AN ORDINANCE APPROVING A VARIATION TO THE DARIEN ZONING ORDINANCE (PZC 2012-05: 7201 SUNRISE AVENUE)
  
- F. ORDINANCE NO. O-24-12      AN ORDINANCE APPROVING VARIATIONS TO THE SIGN CODE (PZC 2012-06: 7440 ROUTE 83, THE PATIO RESTAURANT)
  
- G. ORDINANCE NO. O-25-12      AN ORDINANCE APPROVING A VARIATION TO THE SIGN CODE (PZC 2012-09: 7511 LEMONT ROAD, CHESTNUT COURT SHOPPING CENTER, ROSS, DRESS FOR LESS)
  
- H. A MOTION TO AUTHORIZE THE TEMPORARY CLOSURE OF STREETS FOR THE LIONS CLUB FOURTH OF JULY PARADE AND AUTHORIZING THE POLICE DEPARTMENT TO ASSIST IN TRAFFIC CONTROL

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**

There was no new business.

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

Alderman Seifert requested an update on Chase Bank. Administrator Vana advised that the City is waiting for final approval of the driveway permit from DuPage County.

Alderman Poteraske inquired when Wal-Mart construction would begin. Director Gombac responded that demolition was tentatively scheduled to begin in November 2012.

Ron DeSanto of 8405 Creekside Lane expressed his displeasure with the closing of 86<sup>th</sup> Street and Kearney. He noted there are several safety hazards attributable to the airport. He suggested a fence be put up around the airport. He spoke in favor of a meeting with the Homeowners Association. Mr. DeSanto also expressed concern with running the water connection under the creek. Mayor Weaver noted that the operation would be monitored to insure no disruption to the creek.

Neil Christiansen of 8525 Creekside was offended by the DuPage County Sheriff's letter. He noted that Brookerridge and Rosehill residents also walk 86<sup>th</sup> Street and Kearney Road, and that the letter was not sent to them.

Alderman Seifert expressed surprise that law enforcement would get involved in a private matter. Neil Christiansen advised that the residents of Brookerridge pay the DuPage County Sheriff for additional patrols and services.

Alderman McIvor suggested that pursuing restriction of construction traffic might be the course to follow.

Alderman Marchese agreed restriction of construction traffic could be implemented on Kearney. He advised that, in the spirit of cooperation and in the hopes of an amicable solution, he would set up a meeting with the Brookerridge Homeowners Association and residents of his subdivision. Administrator Vana suggested the DuPage County Sheriff and DuPage County Board Member John Curran also be invited.

18. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:25 P.M.

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Mayor

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City Clerk

JER/ld

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 06-04-12.  
Minutes of 06-04-12 CCM1

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
June 18, 2012**

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

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

General Fund		<b>\$97,864.71</b>
Water Fund		<b>\$31,734.77</b>
Motor Fuel Tax Fund		<b>\$767.05</b>
Water Depreciation Fund		
Debt Service Fund		
Capital Improvement Fund		<b>\$584,922.87</b>
Special Service Area Tax Fund		
	<b>Subtotal:</b>	<b>\$ 715,289.40</b>
General Fund Payroll	05/31/12	\$ 202,942.52
Water Fund Payroll	05/31/12	\$ 23,234.71
	<b>Subtotal:</b>	<b>\$ 226,177.23</b>
<b>Total to be Approved by City Council:</b>		<b>\$ 941,466.63</b>

**Approvals:**

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

\_\_\_\_\_  
JoAnne E. Ragona, City Clerk

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

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

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 6/5/2012 Through 6/18/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
AIS	SPAM FILTER	Consulting/Professional	800.00	4325
AIS	ANNUAL REGISTRATION: DARIENIL.GOV 7/20/12 - 7/20/13	Consulting/Professional	125.00	4325
AIS	16 PORT CISCO FAST ETHERNET SWITCH	Consulting/Professional	163.00	4325
AIS	MAY 2012 COMPUTER SERVICES	Consulting/Professional	4,037.50	4325
BEST QUALITY CLEANING, INC.	JUNE 2012 JANITORIAL SERVICE	Janitorial Service	1,182.00	4345
CARLSEN'S ELEVATOR SERVICES	LIFT REPAIR - CITY HALL	Maintenance - Equipment	916.10	4225
CHASE CARD SERVICES	SUPPLIES	Printing and Forms	19.49	4235
COMCAST	ACCT 8771 20 121 0021147 - 1702 PLAINFIELD	Rent - Equipment	19.31	4243
DUPAGE COUNTY RECORDER	R2012 062280	Consulting/Professional	8.00	4325
DUPAGE COUNTY RECORDER	R2012 062281	Consulting/Professional	8.00	4325
EMERALD MARKETING INC.	JULY/AUGUST 2012 NEIGHBORS OF DARIEN	Public Relations	3,145.27	4239
FULTON TECHNOLOGIES	SIREN SYSTEM MONITORING JULY 1, 2012 - JUNE 30, 2013	ESDA	360.00	4279
ILCMA	2012-2013 MEMBERSHIP RENEWAL	Dues and Subscriptions	317.00	4213
KING CAR WASH	CAR WASHES	Vehicle (Gas and Oil)	7.50	4273
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	1,727.17	4267
NICOR GAS	1702 PLAINFIELD - ACCT 82-54-11-1000 1	Utilities (Elec,Gas,Wtr,Sewer)	87.65	4271
NICOR GAS	7422 S. CASS - 5/3/12 TO 6/4/12	Utilities (Elec,Gas,Wtr,Sewer)	32.16	4271
OFFICE DEPOT	SUPPLIES	Supplies - Office	90.65	4253
SUBURBAN LIFE PUBLICATIONS	LEGAL NOTICE 8687 - 2601 75TH STREET	Conslt/Prof Reimbursable	331.32	4328

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Administration  
From 6/5/2012 Through 6/18/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
THOMAS ROOFING CO.	REPAIR ROOF LEAK AT CITY HALL	Maintenance - Building	250.00	4223
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	Maintenance - Building	145.85	4223
WAREHOUSE DIRECT	JANITORIAL SUPPLIES	Maintenance - Building	44.56	4223
WAREHOUSE DIRECT	SUPPLIES	Supplies - Office	9.23	4253
WAREHOUSE DIRECT	SUPPLIES	Supplies - Office	116.67	4253
WILLOWBROOK FORD, INC.	REPAIR PARTS	Vehicle (Gas and Oil)	<u>42.59</u>	4273
		Total Administration	13,986.02	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 6/5/2012 Through 6/18/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ILLINOIS STATE POLICE	VIDA DRUNGILIENE & AGNE MARGEVICIUTE - FINGERPRINTING	Boards and Commissions	(39.25)	4205
ILLINOIS STATE POLICE	VIDA DRUNGILIENE & AGNE MARGEVICIUTE - FINGERPRINTING	Boards and Commissions	(39.25)	4205
ILLINOIS STATE POLICE	STEPHANIE N. GOCAL - FINGERPRINTING - SMASHBURGER	Boards and Commissions	(39.25)	4205
ILLINOIS STATE POLICE	STEPHANIE N. GOCAL - SMASHBURGER - FINGERPRINTING FEE	Boards and Commissions	36.50	4205
ILLINOIS STATE POLICE	VIDA DRUNGILIENE FINGERPRINT FEE	Boards and Commissions	36.50	4205
ILLINOIS STATE POLICE	AGNE MARGEVICIUTE FINGERPRINT FEE	Boards and Commissions	36.50	4205
ROSENTHAL, MURPHEY, COBLENTZ	WAL-MART AGREEMENT	Liability Insurance	3,832.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	CHASE BANK/SALE OF 7501 CASS	Liability Insurance	735.00	4219
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS	Liability Insurance	2,362.50	4219
ROSENTHAL, MURPHEY, COBLENTZ	COSTS ADVANCED	Liability Insurance	<u>323.85</u>	4219
		Total City Council	7,245.60	

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Community Development  
From 6/5/2012 Through 6/18/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ALL-STAR MAINTENANCE	LAWN MAINTENANCE - 1030 JANET	Const/Prof Reimbursable	50.00	4328
ALL-STAR MAINTENANCE	LAWN MAINTENANCE - 1810 71ST	Const/Prof Reimbursable	50.00	4328
ALL-STAR MAINTENANCE	LAWN MAINTENANCE - 201 PEONY	Const/Prof Reimbursable	100.00	4328
ALL-STAR MAINTENANCE	LAWN MAINTENANCE - 2853 87TH STREET	Const/Prof Reimbursable	200.00	4328
CHASE CARD SERVICES	REPLENISH I-PASS	Travel/Meetings	40.00	4265
CHRISTOPHER B. BURKE ENG, LTD	86TH ST/BROOKERIDGE RIGHT OF WAY REVIEW	Consulting/Professional	914.50	4325
CHRISTOPHER B. BURKE ENG, LTD	HOME DEPOT GENERATOR - DRAINAGE CONCERNS	Consulting/Professional	430.00	4325
CHRISTOPHER B. BURKE ENG, LTD	HINSDALE SOUTH PARKING LOT	Const/Prof Reimbursable	677.25	4328
DON MORRIS ARCHITECTS P.C.	MAY 2012 BUILDING INSPECTIONS & PLAN REVIEW	Consulting/Professional	2,015.00	4325
DON MORRIS ARCHITECTS P.C.	MAY 2012 BUILDING INSPECTIONS & PLAN REVIEW	Const/Prof Reimbursable	3,647.50	4328
JOSEPH ALGOZINE	MAY 2012 ELECTRICAL INSPECTIONS MINUS \$25 DON MORRIS INSPECT	Consulting/Professional	475.00	4325
ROSENTHAL, MURPHEY, COBLENTZ	ZONING	Liability Insurance	52.50	4219
		Total Community Development	8,651.75	



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 6/5/2012 Through 6/18/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ADVANTAGE CHEVROLET	REPAIR PARTS	Maintenance - Vehicles	658.71	4229
AUTO TRUCK GROUP	REPAIR OF #103 BODY HOIST	Maintenance - Vehicles	3,794.40	4229
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Vehicles	142.72	4229
CENTRAL SOD FARMS	SOD & FERTILIZER FOR PARKWAY REPAIRS	Supplies - Other	126.40	4257
CHASE CARD SERVICES	BAGS & BELT FOR VACUUM CLEANER	Maintenance - Building	8.94	4223
CINTAS FIRST AID AND SAFETY	FIRST AID	Liability Insurance	104.60	4219
CLARKE ENVIRONMENTAL MOSQUITO	JUNE 2012 MOSQUITO ABATEMENT	Mosquito Abatement	10,221.75	4365
COM ED	STREET LIGHTS - ACCT 0448008035	Street Light Oper & Maint.	323.88	4359
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	107.77	4223
DUPAGE TOPSOIL, INC.	PARKWAY REPAIRS	Supplies - Other	150.05	4257
DUPAGE TOPSOIL, INC.	DIRT FOR PARKWAY TREE REMOVALS/REPAIRS	Supplies - Other	150.05	4257
EJ EQUIPMENT, INC.	BELTS	Maintenance - Equipment	226.18	4225
ERIK STARBUCK	SMALL TOOLS	Small Tools & Equipment	41.84	4259
EXELON ENERGY INC.	STREET LIGHTS 2510 ABBAY DR, LOT 278, DARIEN	Street Light Oper & Maint.	1,274.44	4359
EXELON ENERGY INC.	STREET LIGHTS - SW COR 75TH ST, ADAMS, DARIEN	Street Light Oper & Maint.	1,567.49	4359
FLEETPRIDE	REPAIR PARTS	Maintenance - Vehicles	129.40	4229
FOSTER'S TRUCK REPAIR	SAFETY LANE	Liability Insurance	30.00	4219
GENE'S TIRE SERVICE, INC.	TIRES FOR #201	Maintenance - Equipment	343.54	4225
GENE'S TIRE SERVICE, INC.	TIRE TUBES	Maintenance - Equipment	23.70	4225
HAGEMEYER	HIP BOOTS	Liability Insurance	78.98	4219
HD SUPPLY WATERWORKS	HIP WADER BOOTS FOR JOHN CARR	Liability Insurance	213.75	4219
HOME DEPOT	SUPPLIES	Liability Insurance	11.94	4219

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 6/5/2012 Through 6/18/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
HOME DEPOT	SUPPLIES	Maintenance - Building	129.42	4223
HOME DEPOT	SUPPLIES	Maintenance - Equipment	110.16	4225
HOME DEPOT	SUPPLIES	Supplies - Other	150.46	4257
JAMES KOUDELIK	RENEWAL CDL LICENSE	Liability Insurance	60.00	4219
JOHN DEERE LANDSCAPES	POLY PIPE	Supplies - Other	22.80	4257
JOHN DEERE LANDSCAPES	SEED	Supplies - Other	287.98	4257
JOHN DEERE LANDSCAPES	SEED	Supplies - Other	356.99	4257
KIEFT BROS., INC.	15-IN GALV CMP BAND & BOLTS/NUTS	Supplies - Other	26.40	4257
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN	Liability Insurance	50.00	4219
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN	Liability Insurance	50.00	4219
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN	Liability Insurance	50.00	4219
PATTEN INDUSTRIES, INC.	BACKHOE #205 SERVICE CALL & REPAIR	Maintenance - Equipment	521.00	4225
PATTEN INDUSTRIES, INC.	REPAIR PARTS FOR EQUIPMENT #208	Maintenance - Vehicles	38.71	4229
PATTEN INDUSTRIES, INC.	REPAIR SWITCH FOR TRACTOR #205	Maintenance - Vehicles	69.71	4229
RAGS ELECTRIC	STREET LIGHT REPAIR - WOODMERE & CURRAN	Street Light Oper & Maint.	305.00	4359
RAGS ELECTRIC	STREET LIGHT REPAIR - FIVE LOCATIONS	Street Light Oper & Maint.	625.00	4359
RAGS ELECTRIC	STREET LIGHT REPAIR - TWO LOCATIONS	Street Light Oper & Maint.	465.78	4359
RAGS ELECTRIC	STREET LIGHT REPAIR - EIGHT LOCATIONS	Street Light Oper & Maint.	2,017.28	4359
RAGS ELECTRIC	EMERGENCY REPAIR - 13 77TH STREET	Street Light Oper & Maint.	351.36	4359

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Public Works, Streets  
From 6/5/2012 Through 6/18/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
RAGS ELECTRIC	STREET LIGHT REPAIR - PLAINFIELD SOUTH OF CASS	Street Light Oper & Maint.	185.78	4359
RED WING SHOES	SAFETY STEEL TOE BOOTS - HERMAN & KOUDELIK	Liability Insurance	391.48	4219
RED WING SHOES	ORTHODICS - HERMAN & KOUDELIK	Uniforms	161.97	4269
ROBERT L. SANSFIELD	3/16 ADAPTOR	Small Tools & Equipment	9.95	4259
RUSSO'S POWER EQUIPMENT	GEARBOX AND SEALS #207	Maintenance - Equipment	487.32	4225
TAMELING, INC.	STRAW BALES	Supplies - Other	18.00	4257
TRAFFIC CONTROL AND PROTECTION	SPEED LIMIT SIGNS & BOLTS/NUTS	Supplies - Other	347.75	4257
TRUGREEN	LAWN SERVICE - 75TH STREET	Forestry	2,437.03	4350
US GAS	OXYGEN & ACETYLIN TANK RENTAL FEES	Supplies - Other	56.00	4257
WASTE MANAGEMENT LARAWAY RDF	STREET SWEEPING #1	Street Sweeping	5,332.00	4373
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Vehicles	283.05	4229
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	502.33	4229
		Total Public Works, Streets	35,631.24	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 6/5/2012 Through 6/18/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
ASPEN AUTO BODY, INC.	REPAIRS TO D4	Maintenance - Vehicles	1,336.54	4229
CHASE CARD SERVICES	ICMA APPLICATION	Dues and Subscriptions	50.00	4213
CHASE CARD SERVICES	ICMA APPLICATION	Dues and Subscriptions	75.00	4213
CHASE CARD SERVICES	PHONE BATTERY	Investigation and Equipment	19.95	4217
CHASE CARD SERVICES	SUPPLIES	Investigation and Equipment	11.97	4217
CHASE CARD SERVICES	DROP CLOTHS	Investigation and Equipment	10.76	4217
CHASE CARD SERVICES	RETURN BATTERIES	Investigation and Equipment	(6.21)	4217
CHASE CARD SERVICES	DETECTIVE INTERNET SEARCHES	Investigation and Equipment	95.10	4217
CHASE CARD SERVICES	SUPPLIES	Investigation and Equipment	23.08	4217
CHASE CARD SERVICES	STEP FOR K-9 TAHOE	Maintenance - Vehicles	59.50	4229
CHASE CARD SERVICES	WINDSHIELD REPLACEMENT	Maintenance - Vehicles	135.00	4229
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	17.78	4253
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	21.75	4253
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	3.68	4253
CHASE CARD SERVICES	SUPPLIES	Supplies - Office	7.97	4253
CHASE CARD SERVICES	INTERNET SERVICE	Telephone	101.90	4267
COMCAST	CABLE BOXES	Telephone	2.10	4267
DUPAGE METROPOLITAN ENF GROUP	FYE 2013 FAIR SHARE CONTRIBUTION	Dumeg/Fiat/Child Center	19,240.00	4337
HINSHAW & CULBERTSON LLP	ADMINISTRATIVE TOW LAW JUDGE APRIL 25, 2012	Liability Insurance	175.00	4219
JOHN JUMP	UNIFORM ALLOWANCE	Uniforms	261.09	4269
KING CAR WASH	CAR WASHES	Maintenance - Vehicles	853.00	4229
LINDA S. PIECZYNSKI	PROSECUTION FEES	Liability Insurance	1,371.50	4219
NICOR GAS	1710 PLAINFIELD ROAD - ACCT 82-80-00-1000 9	Utilities (Elec,Gas,Wtr,Sewer)	147.23	4271
NORTHEAST MULTIREGIONAL TRNG	ANNUAL MEMBERSHIP - 7/1/12 TO 7/1/13	Training and Education	3,330.00	4263
NORTHEAST MULTIREGIONAL TRNG	JOHN REID INTERVIEWS ON 01/10/2012	Training and Education	400.00	4263

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Police Department  
From 6/5/2012 Through 6/18/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
NORTHEAST MULTIREGIONAL TRNG	ARREST, SEARCH & SEIZURE ON 02/14/12	Training and Education	100.00	4263
RCM DATA CORPORATION	TONER FOR DETECTIVES	Supplies - Office	859.98	4253
ROSENTHAL, MURPHEY, COBLENTZ	MAP/SCHEDULING GRIEVANCE	Liability Insurance	682.50	4219
VCA ARBORETUM VIEW ANIMAL HOSP	VETERINARIAN SERVICES FOR QUANTO	Maintenance - Equipment	148.50	4225
VERIZON WIRELESS	EVDO	Telephone	798.21	4267
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Vehicles	469.76	4229
WILLIAM W. GREENABERG	UNIFORM ALLOWANCE	Uniforms	92.22	4269
WILLOWBROOK FORD, INC.	REPAIR PARTS	Maintenance - Vehicles	<u>181.80</u>	4229
		Total Police Department	31,076.66	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**SSA Expenditures**  
**From 6/5/2012 Through 6/18/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	FYE2013 M&M TARA HILL SUBDIVISION WETLANDS	Consulting/Professional	669.50	4325
		Total SSA Expenditures	669.50	

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Business District**  
**From 6/5/2012 Through 6/18/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
ALLIED WASTE SERVICES #551	7515 S. CASS, UNIT - REFUSE REMOVAL	Utilities (Elec, Gas, Wtr, Sewer)	120.12	4271
COM ED	7515 S. CASS, UNIT D - ACCT 7156797060	Utilities (Elec, Gas, Wtr, Sewer)	188.94	4271
COM ED	7515 S. CASS, UNIT BD - ACCT 7156796018	Utilities (Elec, Gas, Wtr, Sewer)	47.08	4271
COM ED	7515 S. CASS, UNIT J - ACCT 7156801032	Utilities (Elec, Gas, Wtr, Sewer)	57.83	4271
FIRE & SECURITY SYSTEMS, INC.	FIRE ALARM INSPECTIONS & MONITORING 6/1/12 - 8/31/12	Maintenance - Equipment	159.00	4225
NICOR GAS	7515 S. CASS, UNIT J 5/3/12 TO 6/4/12	Utilities (Elec, Gas, Wtr, Sewer)	30.97	4271
		Total Business District	603.94	
		Total General Fund	97,864.71	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 6/5/2012 Through 6/18/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
A W AUTO SERVICE, INC.	PIN ADAPTERS	Maintenance - Equipment	47.85	4225
BEST QUALITY CLEANING, INC.	JUNE 2012 JANITORIAL SERVICE	Maintenance - Building	608.00	4223
CARQUEST AUTO PARTS STORES	REPAIR PARTS	Maintenance - Equipment	202.34	4225
CINTAS FIRST AID AND SAFETY	FIRST AID	Liability Insurance	104.61	4219
CULLIGAN	BOTTLED WATER & FILTER RENTAL	Maintenance - Building	107.77	4223
DUPAGE COUNTY PUBLIC WORKS	METER READING & BILLING	Data Processing	25,285.26	4336
DUPAGE TOPSOIL, INC.	LANDSCAPE RESTORATIONS FROM WATER DEPARTMENT DIGS	Maintenance - Water System	50.05	4231
GRAINGER	CAP SCREW & NUT	Maintenance - Water System	28.69	4231
HACH COMPANY	CHLORINE REAGENT SAMPLING KIT	Quality Control	212.31	4241
HBK WATER METER SERVICE	TEST 5/8 X 3/4 INCH METER	Water Meter Purchases	34.15	4880
HD SUPPLY WATERWORKS	REPAIR CLAMPS	Maintenance - Water System	533.57	4231
HD SUPPLY WATERWORKS	MUELLER SUPER CENTURION FIRE HYDRANT PARTS	Maintenance - Water System	1,850.13	4231
HINSDALE NURSERIES INC.	SOD	Maintenance - Water System	22.30	4231
HOME DEPOT	SUPPLIES	Maintenance - Water System	123.53	4231
KIEFT BROS., INC.	4-IN HIGH/REVERSIBLE FRAME	Maintenance - Water System	353.34	4231
LAWSON PRODUCTS INCORPORATED	STAINLESS STEEL NUTS & BOLTS	Maintenance - Water System	461.71	4231
LAWSON PRODUCTS INCORPORATED	3-IN MINI CUT OFF WHEEL	Maintenance - Water System	222.90	4231
NEXTEL COMMUNICATIONS	CELLULAR SERVICE	Telephone	304.80	4267
RUSSO'S POWER EQUIPMENT	GEARBOX AND SEALS #207	Maintenance - Equipment	487.31	4225
SUBURBAN LABORATORIES	WATER SAMPLES	Quality Control	108.00	4241



**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 6/5/2012 Through 6/18/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
TRUGREEN	LAWN SERVICES - WATER PLANT & P.W.	Maintenance - Building	510.00	4223
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS	Maintenance - Water System	<u>76.15</u>	4231
		Total Public Works, Water	<u>31,734.77</u>	
		Total Water Fund	<u>31,734.77</u>	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 6/5/2012 Through 6/18/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
KIEFT BROS., INC.	RUBBER RING & MASTIC FOR STREET REHAB	Supplies - Other	164.07	4257
KIEFT BROS., INC.	STREET REHAB STORM SEWER PARTS	Supplies - Other	501.50	4257
NORWALK TANK	5 GAL MASTIC	Supplies - Other	<u>71.48</u>	4257
		Total MFT Expenses	<u>737.05</u>	
		Total Motor Fuel Tax	737.05	

**CITY OF DARIEN  
Expenditure Journal  
Capital Improvement Fund  
Capital Fund Expenditures  
From 6/5/2012 Through 6/18/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
CHRISTOPHER B. BURKE ENG, LTD	MONUMENT ENTRANCE SIGNS	Equipment	1,632.68	4815
DAS ENTERPRISES, INC.	TRUCK HAULING FOR BENTLEY DITCH PROJECT	Ditch Projects	1,579.50	4376
DAS ENTERPRISES, INC.	POPLAR	Ditch Projects	760.50	4376
DAS ENTERPRISES, INC.	BENTLEY	Ditch Projects	780.00	4376
DAS ENTERPRISES, INC.	TRUCK HAULING - POPLAR DITCH PROJECT	Ditch Projects	1,501.50	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE BENTLEY DITCH PROJECT	Ditch Projects	1,540.50	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE - BENTLEY DITCH PROJECT	Ditch Projects	1,560.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE - POPLAR DITCH PROJECT	Ditch Projects	1,599.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE - POPLAR/BENTLEY DITCH PROJECTS	Ditch Projects	1,248.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE FOR LAKE RIDGE PROJECT	Ditch Projects	1,521.00	4376
DAS ENTERPRISES, INC.	TRUCK RENTAL FEE - LAKE RIDGE PROJECT	Ditch Projects	780.00	4376
E.F. HEIL LLC	DUMP FEES FOR POPLAR DITCH PROJECT	Ditch Projects	385.00	4376
E.F. HEIL LLC	POPLAR DITCH PROJECT	Ditch Projects	1,870.00	4376
E.F. HEIL LLC	BENTLEY DITCH PROJECT	Ditch Projects	165.00	4376

**CITY OF DARIEN  
Expenditure Journal  
Capital Improvement Fund  
Capital Fund Expenditures  
From 6/5/2012 Through 6/18/2012**

Vendor Name	Invoice Description	Acct Title	Dept Amount	Acct Code
E.F. HEIL LLC	DUMP FEES FOR POPLAR PROJECT	Ditch Projects	1,650.00	4376
E.F. HEIL LLC	DUMP FEE FOR POPLAR PROJECT	Ditch Projects	1,375.00	4376
JAMES D. FIALA PAVING COMPANY	2012 STREET RESURFACING	Street Reconstruction/Rehab	253,343.27	4855
JAMES D. FIALA PAVING COMPANY	2012 STREET RESURFACING - ALT 3 CAPRA TRAIL	Street Reconstruction/Rehab	43,380.62	4855
JAMES D. FIALA PAVING COMPANY	2012 STREET RESURFACING - ALT 5 MISC PATCHING	Street Reconstruction/Rehab	75,289.50	4855
KIEFT BROS., INC.	INLETS, RINGS, CURB FRAME & GRATE FOR LAKE RIDGE PROJECT	Ditch Projects	2,315.00	4376
LYNN POLIT	REIMBURSEMENT TO REPAIR SPRINKLER SYSTEM (DRAINAGE PROJECT)	Ditch Projects	114.50	4376
NORWALK TANK	ROYAL SWAN/LAKERIDGE DRAINAGE PROJECTS	Ditch Projects	1,121.90	4376
NORWALK TANK	HDPE, BENDS & FLEX COUPLINGS FOR LAKE RIDGE PROJECT	Ditch Projects	1,630.00	4376
SUBURBAN CONCRETE, INC.	WALK	Sidewalk Replacement Prog...	11,125.40	4380
SUBURBAN CONCRETE, INC.	RESIDENT REIMBURSEMENT	Residential Concrete Program	24,689.90	4381
SUBURBAN CONCRETE, INC.	PW PROJECTS	Curb & Gutter Replacement ...	1,346.80	4383
SUBURBAN CONCRETE, INC.	CURB	Curb & Gutter Replacement ...	<u>150,618.30</u>	4383
		Total Capital Fund Expenditures	<u>584,922.87</u>	

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 6/5/2012 Through 6/18/2012**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Acct Title</u>	<u>Dept Amount</u>	<u>Acct Code</u>
		Total Capital Improvement Fund	584,922.87	
Report Total			715,259.40	

06/24/12      \$695.66      \$0.00      \$139.00



Account number: [REDACTED]

\$ 695.66

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

24976 BEX Z 15412 C  
BRYON VANA  
CITY OF DARIEN  
1702 PLAINFIELD RD  
DARIEN IL 60561-5044



CARDMEMBER SERVICE  
PO BOX 15153  
WILMINGTON DE 19886-5153



[REDACTED]

**BUSINESS CARD STATEMENT**

Customer Service  
1-800-346-5538

Additional contact  
information on back

**ACCOUNT SUMMARY**

Account Number: [REDACTED]	
Previous Balance	\$1,423.92
Payment, Credits	-\$1,430.13
Purchases	+\$701.87
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$695.66</b>

**PAYMENT INFORMATION**

New Balance	\$695.66
Payment Due Date	06/24/12
Minimum Payment Due	\$139.00

**Late Payment Warning:** If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee.  
**Minimum Payment Warning:** Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your card or go to the web site listed above.

Opening/Closing Date	05/03/12 - 06/02/12
Total Credit Line	\$100,000
Available Credit	\$99,304
Cash Access Line	\$20,000
Available for Cash	\$20,000

**FLEXIBLE REWARDS SUMMARY**

Previous points balance	41,685
Points earned on purchases this period	696
<b>New total points balance</b>	<b>42,381</b>

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

**ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/21	Payment Thank You - Image Check	-1,138.92
05/21	Payment Thank You - Image Check	-285.00
	BRYON VANA TRANSACTIONS THIS CYCLE ([REDACTED]) -\$1,423.92 INCLUDING PAYMENTS RECEIVED	
05/14	IPASS AUTOREPLENISH #5400 800-824-7277 IL 01-20-4265 Replenish IPass	40.00
	DANIEL GOMBAC TRANSACTIONS THIS CYCLE ([REDACTED]) \$40.00	
05/22	THE HOME DEPOT 1905 DARIEN IL 01-40-4217 Drop cloths	10.76
	SARAH FALCO TRANSACTIONS THIS CYCLE ([REDACTED]) \$10.76	
05/09	WAL-MART#2215 DARIEN IL 01-40-4217 Return of bottoms	-6.21
05/03	LEXISNEXIS RISK MGT 888-332-8244 FL 01-40-4217 Internet Searches Detective	95.10
05/08	WAL-MART#2215 DARIEN IL 01-40-4217 \$23.08 01-40-4253 5797 supplies	31.05
05/16	COMCAST CHICAGO 800-COMCAST IL 01-40-4267 Internet Service	101.90
05/16	GO RHINO! PRODUCTS 714-257-7389 CA 01-40-4229 Step for Tahoe (K-9)	59.50
05/22	WAL-MART#2215 DARIEN IL 01-40-4217-11.97 } supplies	15.65
05/21	FRANKS AUTO GLASS CHICAGO IL 01-40-4259 windshield replacement	135.00
05/25	STAPLS0108014676000001 800-3333330 MI 01-40-4253 supplies	17.78
05/25	OFFICE DEPOT #1105 800-463-3768 IL 01-40-4253 supplies	21.75
	CAROL KOPTA TRANSACTIONS THIS CYCLE ([REDACTED]) \$471.52	
05/09	WAL-MART#2215 DARIEN IL 01-20-4223 Bags & Belt for car wash cleaner	8.94

**ACCOUNT ACTIVITY (CONTINUED)**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/23	FACTORY OUTLET STORE 800-816-0810 NY 01-40-4217 Phone battery JOHN COOPER TRANSACTIONS THIS CYCLE [REDACTED] \$28.89	19.95
05/03	STAPLES 00117671 WILLOW BROOK IL 01-10-4235 Oversize Envelopes	19.49
05/12	ICMA INTERNET 202-962-3547 DC 01-40-4213 ICMA Application	50.00
05/11	DRAKE KRYTERION, INC 602-6594669 AZ 01-40-4213 ICMA Application SCOTT COREN TRANSACTIONS THIS CYCLE [REDACTED] \$144.49	75.00

2012 Totals Year-to-Date	
Total fees charged in 2012	\$0.00
Total interest charged in 2012	\$0.00

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

**INTEREST CHARGES**

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

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

(v) = Variable Rate

31 Days in Billing Period

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

**AGENDA MEMO**  
**CITY COUNCIL**  
**June 18, 2012**

**ISSUE STATEMENT**

Motion approving the purchase of a three-year extension of the Maintenance and Support Agreement for the police department's Livescan electronic fingerprint scanner.

**BACKUP**

**BACKGROUND/HISTORY**

In 2005, the police department purchased a Livescan device that was funded with the combination of grant money and City funds. Livescan allows for the automated digital submission of fingerprints to the State Bureau of Identification.

In 2009, MorphoTrak was paid \$11,604 for a three year extension on the service contract for Livescan ending in June 2012. The expense for a three year service contract was approved in the FYE13 Budget in Line Item 01-40-4225, Maintenance-Equipment in the amount of \$12,183.00. The new service contract will expire on 6/30/2015.

The Livescan system is very specialized and would be very cost prohibitive if we did not have the service contract. MorphoTrak is a sole source provider of service of this system.

**STAFF/COMMITTEE RECOMMENDATION**

The Police Committee and Staff recommends approval of the expenditure for a three year extension of the warranty on the police department's Livescan electronic fingerprint scanner.

**ALTERNATE CONSIDERATION**

The alternate consideration would be to not continue the warranty or extend it on a yearly basis.

**DECISION MODE**

This item will be placed on the June 18, 2012, agenda for formal Council consideration and approval.





## MAINTENANCE AND SUPPORT AGREEMENT

MorphoTrak, Inc., ("MorphoTrak" or "Seller") having a principal place of business at 113 South Columbus Street, 4<sup>th</sup> Floor, Alexandria, VA 22314, and Darin Police Department ("Customer"), having a place of business at 1710 Plainfield Road, Darien, IL 60561, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

### Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Description of Covered Products"
Exhibit B	"Support Plan"
Exhibit C	"Support Plan Options and Pricing Worksheet"
Exhibit D	"Billable Rates"

### Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"MorphoTrak" means MorphoTrak, Inc.

"MorphoTrak Software" means Software that MorphoTrak or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-MorphoTrak Software" means Software that a party other than MorphoTrak or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the MorphoTrak Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of MorphoTrak Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the MorphoTrak Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A

"Standard Release" is defined as a major release of MorphoTrak Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a major release of MorphoTrak Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, MorphoTrak's opinion will prevail, provided that MorphoTrak treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the MorphoTrak Software and Non-MorphoTrak Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established MorphoTrak holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or MorphoTrak).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

### **Section 3. SCOPE AND TERM OF SERVICES**

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. The Term of this Agreement will commence upon the Start Date and will continue until the fourth anniversary of the Effective Date unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as MorphoTrak determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3 Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10 Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11 Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up,

updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

#### **Section 4. RIGHT TO SUBCONTRACT AND ASSIGN**

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

#### **Section 5. PRICING, PAYMENT AND TERMS**

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5% escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

## **Section 6. LIMITATION OF LIABILITY**

**This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.**

## **Section 7. DEFAULT/TERMINATION**

7.1. If MorphoTrak breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider MorphoTrak to be in default. If Customer asserts a default, it will give MorphoTrak written and detailed notice of the default. MorphoTrak will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If MorphoTrak provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless MorphoTrak or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, MorphoTrak may consider Customer to be in default. If MorphoTrak asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to MorphoTrak. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of MorphoTrak's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information shall include: (a) proprietary materials and information

regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

## Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

Customer: <u>Darien Police Department</u>	Seller: <u>MorphoTrak, Inc.</u>
Attn: <u>John B. cooper</u>	Attn: <u>Law Department</u>
<u>1710 Plainfield Rd.</u>	<u>33405 8<sup>th</sup> Avenue South.</u>
<u>Darien, IL 60561</u>	<u>Federal Way, WA 98003</u>
<u>Phone:(630) 353-8359 Fax: (630)971-4326</u>	<u>Phone: (253)383-3617 Fax: (253)591-8856</u>

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without MorphoTrak's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

## Section 9. CERTIFICATION DISCLAIMER

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.



**Section 10. COMPLIANCE WITH APPLICABLE LAWS**

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

**MorphoTrak, Inc.:**

**Darien Police Department:**

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

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

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

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

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

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

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

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

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**Exhibit A DESCRIPTION OF COVERED PRODUCTS**

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**MAINTENANCE AND SUPPORT AGREEMENT NO. SA 002971-000**

**CUSTOMER: *Darien Police Department***

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The following table lists the Products under maintenance coverage:

<b><i>Product</i></b>	<b><i>Description</i></b>	<b><i>Version</i></b>	<b><i>Qty</i></b>
LSS-3000N	LiveScan Station 3000N	DARIENLV01	1
Printer			1

**MAINTENANCE AND SUPPORT AGREEMENT NO. SA 002971-000**

**Exhibit B SUPPORT PLAN**

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

<b>SEVERITY LEVEL</b>	<b>DEFINITION</b>	<b>RESPONSE TIME</b>	<b>TARGET RESOLUTION TIME</b>
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved

hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)*

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

**Exhibit C  
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # 002971-000  
 New Term Effective 7/1/2012

Date January 12, 2012  
 End 6/30/2015 (3-Year Term)

<b>CUSTOMER:</b> Address (1): Address (2): CITY, STATE, ZIP CODE:	<b>Darien Police Department</b> 1710 Plainfield Road  Darien, IL 60561	<b>BILLING AGENCY:</b> Address (1): Address (2): CITY, STATE, ZIP CODE:	<b>SAME</b>   
<b>CONTACT NAME:</b> CONTACT TITLE TELEPHONE: FAX: Email:	<b>John B. Cooper</b> Deputy Police Chief 630-353-8359 630-971-4326 jcooper@darienil.gov	<b>CONTACT NAME:</b> CONTACT TITLE TELEPHONE: FAX: Email:	

For support on products below, please contact Customer Support at (800) 734-6241 or email at cscenter@morphotrak.com.  
 AFIS System                       LiveScan™ Station                       Printrak™ BIS System

STANDARD SUPPORT	ANNUAL FEE
<input checked="" type="checkbox"/> <b>Advantage – Software Support</b> ♦ 8 a.m. – 5 p.m. Monday to Friday PPM                      ♦ Supplemental Releases & Updates                      ♦ Software Customer Alert Bulletins ♦ Unlimited Telephone Support                      ♦ Standard Releases & Updates                      ♦ Telephone Response: 2 Hour ♦ Remote Dial-In Analysis                      ♦ Automatic Call Escalation	\$ _____
<b>Standard Support Term 7/1/2012 to 6/30/2013</b>	
<b>Standard Support Term 7/1/2013 to 6/30/2014</b>	
<b>Standard Support Term 7/1/2014 to 6/30/2015</b>	
<b>STANDARD SUPPORT TOTAL</b>	
<b>\$ 12,183.00</b>	

SUPPORT OPTIONS	ANNUAL FEE
<input checked="" type="checkbox"/> <b>On-Site Hardware Support</b> ♦ 8 a.m. – 5 p.m. Monday-Friday PPM                      ♦ Defective Parts Replacement                      ♦ Hardware Service Reporting ♦ Next day PPM On-site Response                      ♦ Escalation Support                      ♦ Product Repair ♦ Hardware Vendor Liaison                      ♦ Hardware Customer Alert Bulletins                      ♦ Equipment Inventory Detail Management	\$ <u>Included</u>
<input checked="" type="checkbox"/> <b>Parts Support "Best Effort Basis"</b> ♦ Parts Ordered & Shipped Next Business Day                      ♦ Parts Customer Alert Bulletins ♦ <i>If customer is providing their own on-site hardware support, the following applies:</i> * Customer Orders & Replaces Parts                      * Telephone Technical Support for Parts Replacement Available	\$ <u>Included</u>
<input type="checkbox"/> <b>UPLIFTS</b> ♦ Increase PPM to _____ ♦ Increase Response Time to _____	\$ <u>N/A</u> \$ <u>N/A</u>
<b>SUPPORT OPTIONS TOTAL</b>	
<b>\$ <u>Included as checked</u></b>	

THIRD PARTY SUPPORT	ANNUAL FEE
<input type="checkbox"/> <b>THIRD PARTY VENDOR NAME:</b>	\$ <u>N/A</u>
<b>THIRD PARTY SUPPORT TOTAL</b>	
<b>\$ <u>N/A</u></b>	

USERS CONFERENCE – NORTH AMERICA	ANNUAL FEE
<input type="checkbox"/> <b>Users Conference Attendance (\$2,950 per Attendee)</b> Year _____    Number Attendees Requested _____ <ul style="list-style-type: none"> <li>• Registration fee</li> <li>• Roundtrip travel for event</li> <li>• Ground transportation to/from the conference airport to the conference hotel</li> </ul> <ul style="list-style-type: none"> <li>• Hotel accommodations</li> <li>• Daily meal allowance</li> </ul>	\$ <u>N/A</u>
<b>USERS CONFERENCE TOTAL</b>	
<b>\$ <u>N/A</u></b>	

OTHER AVAILABLE OPTIONS	ANNUAL FEE
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year	\$ <u>N/A</u>
<b>OTHER AVAILABLE OPTIONS TOTAL</b>	
<b>\$ <u>N/A</u></b>	

Prepared by: **Rosario Hernandez, 714-238-2071, rosario.hernadnez@morpho.com**  
**SUPPORT TOTAL (3 YEAR TERM) IF PREPAID IN ADVANCE\* \$ 12,183.00**  
**USERS CONFERENCE TOTAL \$ N/A**  
**FULL TERM FEE GRAND TOTAL\* \$ 12,183.00**  
 \* Exclusive of taxes if applicable

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**

Exhibit D

**CURRENT BILLABLE RATES**

MAINTENANCE AND SUPPORT AGREEMENT NO. 002971-000

CUSTOMER: Darien Police Department

The following are Seller's current billable rates, subject to an annual change.

8 a.m.-5 p.m. M-F (local time)	\$160 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Seller Holidays	\$240 per hour, 2 hours minimum

<i>COVERAGE HOURS (PPM)</i>	<i>BILLABLE RATES (WITHOUT AN AGREEMENT)</i>
8 a.m.-5 p.m. M-F (local time)	\$320 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Seller Holidays	\$480 per hour, 2 hours minimum



1250 N. Tustin Ave.  
Anaheim, CA 92807  
Tel: (714) 238-2000  
Fax: (714) 238-2078

May 29, 2012

John Copper  
Darien Police Dept.  
1710 Plainfield Rd  
Darien, IL 60561

RE: Sole Source

Dear Deputy Police Chief Cooper,

MorphoTrak, Inc. is the leader in Automated Fingerprint Identification Systems Worldwide. Our equipment is manufactured and integrated at 1250 North Tustin Avenue Anaheim, CA 92807. The systems we manufacture are a combination of commercial off-the-shelf products and proprietary hardware and software components, which combine to make up the AFIS systems we sell and deliver to law enforcement agencies. Such is the case with the system located at the Darien Police Dept.

By nature of the proprietary hardware and software components and the overall system design, there are currently no other companies authorized to perform maintenance services on our systems. Therefore, our support contracts must be considered a sole source item of procurement for the Darien Police Dept. and any other agency that requires support services to be performed on their AFIS products.

Thank you for your continued support of MorphoTrak. We look forward to a long partnership with you.

Sincerely,

A handwritten signature in cursive script that reads 'Rodriguez'.

Paula Rodriguez  
Contracts Administration  
MorphoTrak, Inc.

**AGENDA MEMO**  
**CITY COUNCIL**  
**June 18, 2012**

**ISSUE STATEMENT**

Motion approving the purchase of ten (10) new TASERS-Model X2, accompanying holsters, cartridges, 4-year extended warranties and 1 data-port download kit from Ray O'Herron Co in the amount of \$16,800 and trade in our X26 tasers in an amount of \$2,250.

**BACKUP**

**BACKGROUND/HISTORY**

The police department budget includes \$16,800 for the purchase of new tasers and equipment. The plan is to trade in our current tasers as part of the purchase. The new X2 model offers a redesign that allows officers to deploy (2) cartridges without manually changing out cartridges and allows for drive stuns without removing the cartridge. These are both safety enhancements.

The budgeted amount for this purchase under Capital Equipment, Line Item 40-4815 is \$16,800.00. TASER is offering a trade in value of the X26 TASERS of \$250.00 each, or \$2,250.00, if traded in by June 30, 2012. Our total expenditure would be \$14,548.60. Ray O'Herron is the local distributor for this TASER product and TASER establishes this set price.

**STAFF/COMMITTEE RECOMMENDATION**

The Police Committee and Staff recommends approval to purchase ten (10) new TASERS-Model X2, accompanying holsters, cartridges, 4-year extended warranties and 1 data-port download kit from Ray O'Herron Co in the amount of \$16,800 and trade in our X26 tasers in an amount of \$2,250.

**ALTERNATE CONSIDERATION**

The alternate consideration would be to not purchase new tasers at this time.

**DECISION MODE**

This item will be placed on the June 18, 2012, agenda for formal Council consideration.



# Quotation / Order Form

## Ray O'Herron Co.

3549 North Vermillion St.  
Danville, IL 61834  
800-223-2097

**Prepared By: Dan Yara**  
**Sales Representative**  
**Email: dpyara@comcast.net**  
**Office #708-532-5712**  
**Fax #708-532-5714**

**Date: 05/31/2012**  
Quotation #0512  
Darien Police  
Attn: DC John Copper  
Phone#  
Fax#  
Price effective through: June 30, 2012

Order Information;  

---

**PO #**  

---

**Name / Badge #**  

---

*Ray O'Herron is pleased to submit the following proposal:*

Terms: Net 30 Days

ITEM#	QTY	DESCRIPTION	PRICE	TOTAL
<b>X2 TASER Trade-In Package Quote</b>				
22002	10	TASER X2 Black	\$950.00	\$9,500.00
22010	10	Performance Power Magazine (PPM)	\$49.95	\$499.50
22500	10	Holster X2, RH, Blade-Tech	\$59.95	\$599.50
<b>(Chose one of 3 styles)</b>				
22503	1+	Holster X2, LH, Blade-Tech		
22501	1+	Holster X2, RH, Blackhawk		
22504	1+	Holster X2, LH, Blackhawk		
22502	1+	Holster X2 RH, Safariland		
22505	1+	Holster X2 LH, Safariland		
22151	105	25' Live Smart Cartridge	\$28.95	\$3,039.75
You can pick any of the cartridges but you have to purchase a minium of (4) per gun.				
22014	10	4-Year Extended Warranty	\$299.99	\$2,999.90
22013	1	X2 Dataport Download Kit	\$159.95	\$159.95
			<b>Total</b>	<b>\$16,798.60</b>
<b>Trade-In Program</b>				
Upgrade	9	Trade-In value of X26 Tasers	\$250.00	(\$2,250.00)
			<b>Grand total after trade</b>	<b>\$14,548.60</b>
<b>Option:</b>				
22150	1+	15' Live Smart Carridge	\$26.95	

22157	1+	25' Training Cartridge Non-Conductive	\$27.95	
22151	1+	25' Live Smart Cartridge	\$28.95	
22152	1+	35' Live Smart Cartridge	\$29.95	
<i>We look forward to your order</i>				

## John Cooper

---

**From:** David Mesri [dmesri@taser.com]  
**Sent:** Monday, May 14, 2012 11:57 AM  
**To:** John Cooper  
**Subject:** TASER Sole Source Letter  
**Attachments:** TASER-Sole Source Letter.pdf

Chief,

Nice speaking with you. Please find the sole source letter attached.

Let me know if you have any questions in the future. Take care!

David

David Mesri  
Senior Associate

**TASER INTERNATIONAL, INC.**  
17800 North 85th Street  
Scottsdale, Arizona 85255

Phone: 480-515-6336  
Mobile: 217-377-5938  
Fax: 480-991-0791

Visit Us: [TASER.com](http://TASER.com) | [TASER Blog](#) | [Press Room](#) | [Facebook](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)

TASER: Protect Life. Protect Truth.

As of today, more than 88,000 people have been saved from potential death or serious injury using TASER® devices.



17800 N. 85th St. \* Scottsdale, Arizona \* 85255 \* 1-480-991-0797 \* Fax 1-480-991-0791 \* www.taser.com

May 7, 2012

### SOLE SOURCE LETTER FOR TASER INTERNATIONAL PRODUCTS

This letter is to confirm TASER International is the sole source manufacturer of the following TASER brand products:

- **Electronic control devices (ECDs):**
  1. TASER X2™ Models: 22002, and 22003.
  2. TASER X3® Models: 33209, and 33210.
  3. TASER X26™ Models: 26511, 26523, 26550, 26512, 26524, 26549.
  4. TASER X3W™ Models: 33228, and 33229.
- **Optional Extended Warranties for ECDs:**
  1. X2 ECD - 4-year extended warranty, item number 22014.
  2. X26 ECD - 1-year extended warranty, item number 26730.
  3. X26 ECD - 4-year extended warranty, item number 26744.
  4. X3 ECD - 1-year extended warranty, item number 33500.
  5. X3 ECD - 3-year extended warranty, item number 33501.
  6. X3W ECD - 1-year extended warranty, item number 33503
  7. X3W ECD - 2-year extended warranty, item number 33502
- **TASER ECD cartridges compatible with the X26, M26™ and Shockwave™ ECDs (required for these ECDs to function in the probe deployment mode):**
  1. 15-foot Model 34200.
  2. 21-foot Model 44200.
  3. 21-foot non-conductive Model 44205.
  4. 25-foot Model 44203.
  5. 35-foot Model 44206.
- **TASER Smart cartridges compatible with the X2, X3, and X3W ECDs (required for these ECDs to function in the probe deployment mode):**
  1. 15-foot Model 22150.
  2. 25-foot Model 22151.
  3. 35-foot Model 22152.
  4. Inert Simulator 25-foot Model 22155.
  5. 25-foot non-conductive Model 22157.
- **TASER CAM™ recorder, Model 26830 (full video and audio with ability to disable audio).**
  1. The TASER CAM can be downloaded by USB with the TASER CAM Download Kit, Model 26737.
- **TASER CAM™ HD recorder, Model 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature), Model 26820.**
  1. TASER CAM HD replacement battery, Model 26764.
  2. The TASER CAM HD can be downloaded by USB with the TASER CAM HD Download Kit, Model 26762.
  3. TASER CAM HD optional 4-year extended warranty, Item Number 26763.
- **Power Modules for X26 ECD: Digital Power Magazine (DPM) Model 26700; eXtended Digital Power Magazine (XDPM) model 26701; and Controlled Digital Power Magazine (CDPM), Models 26702 and 26703.**
- **Power Modules for X2 ECD: Performance Power Magazine (PPM) Model 22010; Tactical Performance Power Magazine (TPPM) Model 22012; and Automatic Shut-Down Power Magazine (APPM) Model 22011.**
- **Power Module for X3 and X3W ECDs: Enhanced Digital Power Magazine (EPM) Model 33203**

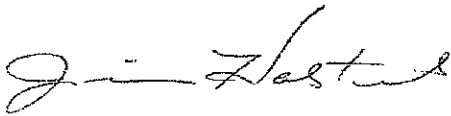
- TASER Shockwave ECD, Models 90012, 90011, 90013, and 90010. The TASER Shockwave ECD runs off of a Shockwave Power Magazine (SPM), Model 90007.
- TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

Smart™, TASER CAM™, X2™, X3W™, and X26™ are trademarks of TASER International, Inc., and TASER®, and X3® are registered trademarks of TASER International, Inc., registered in the U.S. © 2011 TASER International, Inc. All rights reserved.

AUTHORIZED TASER DISTRIBUTOR FOR TASER PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY TASER BRAND PRODUCTS
<p>TASER International, Inc. 17800 N. 85<sup>th</sup> Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>	<p>TASER International, Inc. 17800 N. 85<sup>th</sup> Street Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>

Please contact us at 1-800-978-2737 with any questions.

Sincerely,



Jim Halsted  
Vice President, LE Sales  
TASER International, Inc.

**AGENDA MEMO**  
**CITY COUNCIL**  
**June 18, 2012**

**ISSUE STATEMENT**

Approval of an ordinance amending various sections of Title 9, Chapter 8, "Seizure and Impoundment of Motor Vehicles" of the Darien City Code.

**ORDINANCE**

**BACKGROUND/HISTORY**

On April 16<sup>th</sup>, 2012, the City Council approved language changes to Title 9, Chapter 8, "Seizure and Impoundment of Vehicles" to meet language changes in state law. The City was notified by Sterling Codifiers that there were some contradictions in the language used. Attorney Judy Kolman suggested amending Subsections 9-8-2 (D), (F) & (G) of Title 9, Chapter 8, "Seizure and Impoundment of Vehicles" of the Darien City Code as follows:

- (D) Any motor vehicle that is used in the commission of, or in the attempt to commit, the following offenses set forth in Article 11 of the Illinois Criminal Code, 720 ILCS 5/11, *et seq.*, as amended: (i) criminal sexual assault (11-1.20); (ii) aggravated criminal sexual assault (11-1.30); (iii) predatory criminal sexual assault of a child (11-1.40); (iv) indecent solicitation of a child (11-6); (v) promoting juvenile prostitution (except for keeping a place of juvenile prostitution) (11-14.4); (vi) child pornography (11-20.1); and (vii) aggravated child pornography (11-20.1B).
  
- (F) Any motor vehicle that is used in the commission of, or attempt to commit, the following offenses set forth in Article 12 of the Illinois Criminal Code, 720 ILCS 5/12, *et seq.*, as amended: (i) stalking (12-7.3); and (ii) aggravated stalking (12-7.4).
  
- (G) Any motor vehicle that is used in the commission of, or attempt to commit, theft in violation of section 16-1 of the Illinois Criminal Code, 720 ILCS 5/16-1, as amended, if the theft is of precious metal or scrap metal.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the ordinance.

**ALTERNATE CONSIDERATION**

N/A

**DECISION MODE**

This item will be placed on the June 18, 2012, City Council Agenda for formal Council approval.

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

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

**AN ORDINANCE AMENDING SUBSECTIONS 9-8-2(D), (F) & (G)  
OF TITLE 9, CHAPTER 8, "SEIZURE AND IMPOUNDMENT OF  
MOTOR VEHICLES," OF THE DARIEN CITY CODE**

---

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

**THIS 18<sup>th</sup> DAY OF JUNE, 2012.**

---

**Published in pamphlet form by authority of  
the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this \_\_\_\_  
day of \_\_\_\_\_, 2012.**

**AN ORDINANCE AMENDING SUBSECTIONS 9-8-2(D), (F) & (G)  
OF TITLE 9, CHAPTER 8, "SEIZURE AND IMPOUNDMENT OF**



**MOTOR VEHICLES," OF THE DARIEN CITY CODE**

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

**SECTION 1:** Subsections 9-8-2 (D), (F) & (G) of Title 9, Chapter 8, "Seizure and Impoundment of Vehicles, of the Darien City Code, as amended, is hereby further amended as follows:

9-8-2:

- (D) Any motor vehicle that is used in the commission of, or in the attempt to commit, the following offenses set forth in Article 11 of the Illinois Criminal Code, 720 ILCS 5/11, *et seq.*, as amended: (i) criminal sexual assault (11-1.20); (ii) aggravated criminal sexual assault (11-1.30); (iii) predatory criminal sexual assault of a child (11-1.40); (iv) indecent solicitation of a child (11-6); (v) promoting juvenile prostitution (except for keeping a place of juvenile prostitution) (11-14.4); (vi) child pornography (11-20.1); and (vii) aggravated child pornography (11-20.1B).
- (F) Any motor vehicle that is used in the commission of, or attempt to commit, the following offenses set forth in Article 12 of the Illinois Criminal Code, 720 ILCS 5/12, *et seq.*, as amended: (i) stalking (12-7.3); and (ii) aggravated stalking (12-7.4).
- (G) Any motor vehicle that is used in the commission of, or attempt to commit, theft in violation of section 16-1 of the Illinois Criminal Code, 720 ILCS 5/16-1, as amended, if the theft is of precious metal or scrap metal.

**SECTION 2:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18<sup>th</sup> day of June, 2012.**

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

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

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

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

**ILLINOIS, this 18<sup>th</sup> day of June, 2012.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

AGENDA MEMO  
City Council  
Meeting Date: June 18th, 2012

ISSUE STATEMENT

Approval of recommendation releasing executive session minutes that no longer requires confidentiality.

[BACKUP](#)

BACKGROUND/HISTORY

Executive session minutes are required to be reviewed in six month cycles. The executive session minutes that no longer require confidentiality are then released as all other public meeting minutes are. Attached is a chart showing the minutes currently classified as confidential. The chart also shows minutes recommended for release. Minute dates noted with \* and **bold** are recommended for release. The executive session minutes are kept in the Clerk's office for your review so please contact me if you want to review the minutes.

STAFF/COMMITTEE RECOMMENDATION

The Staff recommends release of the minutes as shown in the attached chart.

ALTERNATE CONSIDERATION

Revise list of minutes to be released based on need to keep confidential.

DECISION MODE

This will be placed on the June 18, 2012, City Council meeting for formal consideration.

**CURRENT UNRELEASED EXECUTIVE SESSION MINUTES**

	<b>2003</b>		<b>2011</b>
	May 5, 2003 –Litigation- first 3 paragraphs only		February 7 <sup>th</sup> , 2011 – Sale or lease of real estate
	May 19, 2003 – Litigation – last paragraph only		
	<b>2004</b>	*	May 23, 2011 – <b>personnel</b>
	January 19, 2004 Litigation	*	May 31, 2011 - <b>Personnel</b>
	April 5, 2004 – Litigation	*	June 6, 2011 – <b>coll Bargaining, personnel</b>
			August 1st, 2011 - Sale or lease of real estate
	<b>2009</b>	*	September 6, 2011 - <b>personnel</b>
	April 20, 2009 – setting price for sale or lease	*	September 19, 2011 – <b>personnel</b>
		*	October 3, 2011 – <b>pending litigation</b>
*	September 8 <sup>th</sup> , 2009 – <b>Purchase of Real Estate-</b>	*	October 17, 2011 - <b>litigation and coll bargaining</b>
*	Dec 7, 2009 – <b>Purchase of Real Estate</b>		
	<b>2010</b>		
*	March 15, 2010- <b>Litigation- Sale or Lease of Real Estate</b>		
*	October 4, 2010 - <b>collective bargaining</b>		
*	December 6, 2010 – sale or lease of real estate - <b>litigation</b>		
	December 20 <sup>th</sup> , 2010 – sale or lease of real estate		

\*- INDICATES DATE OF MINUTES RECOMENED FOR RELEASE.  
**ONLY THOSE SUBJECTS IN BOLD RECOMMENDED FOR RELEASE**

**AGENDA MEMO**  
**CITY COUNCIL**  
**MEETING DATE: June 18, 2012**

**Issue Statement**

**PZC 2012-08:**                    **2601 75<sup>th</sup> Street, Grand Dukes:** Petitioner seeks approval of a special use for an eating establishment within the B-2 zoning district.  
**[ORDINANCE](#)**        **[BACKUP](#)**

**Overview/Discussion**

**The Planning and Zoning Commission recommends approval of this petition. They held the required public hearing on June 6, 2012.**

**The Municipal Services Committee will hold a special meeting before the Council meeting. Staff will update the Council on the Committee's recommendation.**

A draft ordinance is attached.

The Commission's discussion follows as "Additional Information."

**Decision Mode**

The Planning/Zoning Commission considered this item at its meeting on June 6, 2012.

The Municipal Services Committee will consider this item at its meeting on June 18, 2012.

The City Council will consider this item at its meeting on June 18, 2012.

**Additional Information**

**Issue Statement**

**PZC 2012-08:**                    **2601 75<sup>th</sup> Street, Grand Dukes:** Petitioner seeks approval of a special use for an eating establishment within the B-2 zoning district.

Applicable Regulations:        Zoning Ordinance, Section 5A-2-2-6: Special Uses

## **General Information**

Petitioner/Property Owner: Andrius Bucas  
24248 Bristol Avenue  
Plainfield, IL

Property Location: 2601 75<sup>th</sup> Street

PIN: 09-29-300-009

Existing Zoning: B-2 Community Shopping Center Business District

Existing Land Use: Restaurant on east half of building, vacant space on west half of building

### Surrounding Zoning and Land Use:

North: B2 General Retail Business (Downers Grove) – commercial/retail  
South: R-2 Single-Family Residence District - single-family home, landscape business  
East: B-1 Neighborhood Convenience Shopping District – commercial/retail, Wolf Camera  
West: B-3 General Business District – commercial/retail, Chestnut Court Shopping Center

Comprehensive Plan Update: Commercial

History: In 2003, the City Council granted a variation, Ordinance O-02-03, to reduce the required parking setback along the front lot line and to increase the permitted lot coverage.

Size of Property: 0.598 acres

Floodplain: None.

Natural Features: None

Transportation: Property has frontage on 75<sup>th</sup> Street and Main Street with access from Main Street.

## **Documents Submitted**

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

1. Plat of Survey, 1 sheet, prepared by Ruettiger, Tonelli and Associates, Inc., latest revision dated April 9, 2012.

2. Build-out plans, 10 sheets, prepared by Thomas Budzik Architects, dated April 6, 2012.

### **Planning Overview/ Discussion**

The subject property is located at the southwest corner of 75<sup>th</sup> Street and Main Street. The property contains one, 2-tenant retail building. The east half of the building is occupied by a restaurant, Mia Hacienda. The west half of the building is current being renovated to accommodate a retail and deli area.

The petitioner proposes adding a dining area to the space. Within the B-2 zoning district, an eating establishment requires special use approval.

The floor plan shows the dining area has 26 seats, occupying approximately 25% of the tenant space.

The plat of survey shows 36 parking stalls. The Zoning Ordinance requires 4 parking stalls/1,000 gross square foot of building area, or 24 parking stalls in this case. There are 2 handicapped accessible parking stalls, which complies.

### **Staff Findings/Recommendations**

Staff does not object to the proposed use.

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

**Based upon the submitted petition and the information presented, the request associated with PZC 2012-08 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition as presented.**

### **Planning and Zoning Commission Review – June 6, 2012.**

The Planning and Zoning Commission considered this matter at its June 6, 2012, meeting. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Raymond Mielkus, Pauline Oberland, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Louis Mallers.

Michael Griffith, Senior Planner, reviewed the staff agenda memo. He stated the proposed restaurant will take up a portion of the tenant space, which will also include a deli and gift shop. He stated the amount of parking complies with the Zoning Ordinance.

Chairperson Meyer stated she had a question regarding drainage related to the new exterior cooler. She stated Dan Gombac, Director of Community Development, stated he did not see it causing a drainage problem.

Andrius Bucas, the petitioner, described the proposed business use, to include a gift shop, deli and the small restaurant where they would like to serve food. He stated the restaurant area will have 25 seats.

Commissioner Kiefer asked the petitioner if he had enough room for all those activities.

Mr. Bucas stated yes. He stated the restaurant will have a limited menu. He stated the food will be prepared in Lemont, and they will have only a small kitchen for final prep work at this location.

There was a discussion on venting for food smells. The petitioner stated they will install the necessary filters, but that the food will be prepared off-site.

There was a discussion concerning a dumpster enclosure. The petitioner stated he would construct a masonry enclosure.

Chairperson Meyer asked if they plan to serve alcohol.

Mr. Bucas stated they would like to.

Mr. Griffith stated they need to contact the Clerk's Office to inquire about a liquor license.

No one from the public offered any comments.

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

**Based upon the submitted petition and the information presented, the request associated with PZC 2012-08 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition as presented.**

**Upon a roll call vote, THE MOTION CARRIED by a vote of 8-0.**

**(Commissioner Mallers was absent.)**

### **Municipal Services Committee – June 18, 2012.**

Based on the Commission's recommendation and the petitioner's agreement to construct a masonry dumpster enclosure, staff recommends the Committee make the following recommendation to approve the petition:

**Based upon the submitted petition and the information presented, the request associated with PZC 2012-08 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval of the petition as presented,**



**subject to the following:**

- 1. Masonry dumpster enclosure to be constructed.**

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

---

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

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

**(PZC 2012-08: 2601 75<sup>th</sup> Street, Grand Dukes)**

---

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

**THIS 18<sup>th</sup> DAY OF JUNE, 2012**

---

**Published  
in  
pamphlet  
form  
by  
authority  
of  
the  
Mayor  
and  
City**

**Council  
of  
the  
City  
of  
Darien,  
DuPage  
County,  
Illinois,  
this \_\_  
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of \_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
,  
2012.**

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

**(PZC 2012-08: 2601 75<sup>th</sup> Street, Grand Dukes)**

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

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

**WHEREAS**, the property legally described in Section 1 (the “Subject Property”), is zoned B-2 Community Shopping Center Business District pursuant to the Darien Zoning Ordinance; and

**WHEREAS**, the petitioner has requested approval of a special use in order to establish an eating establishment; and

**WHEREAS**, pursuant to proper legal notice, a Public Hearing on said petition was held before the Planning and Zoning Commission on June 6, 2012; and

**WHEREAS**, the Planning and Zoning Commission at its regular meeting of June 6, 2012, recommended approval of said petition and has forwarded its findings and recommendation of approval to the City Council; and

**WHEREAS**, on June 18, 2012, the Municipal Services Committee of the City Council reviewed the petition and has forwarded its recommendation of approval of said petition to the City Council; and

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

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

**SECTION 1: Subject Property.** This Ordinance is limited and restricted to the property generally located at 2601 75<sup>th</sup> Street, Darien, Illinois, and legally described as follows:

LOT 11 IN SHARON ESTATES, BEING A SUBDIVISION OF TRACT "A" OF DOWNERS GROVE SUPERVISORS ASSESSMENT PLAT NUMBER 2, OF THE NORTH 1,050.0 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1944, AS DOCUMENT 464509 IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS.

PIN: 09-29-300-009

**SECTION 2: Special Use Granted.** Pursuant to Section 5A-2-2-6 of the Darien Zoning Ordinance, a special use is hereby granted to permit the establishment of an eating establishment within the west tenant space, subject to the construction of a masonry dumpster enclosure.

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 18<sup>th</sup> day of June, 2012.

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

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

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

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

this 18<sup>th</sup> day of June, 2012.

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

ATTEST:

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

APPROVED AS TO FORM:

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

100'

75th STREET

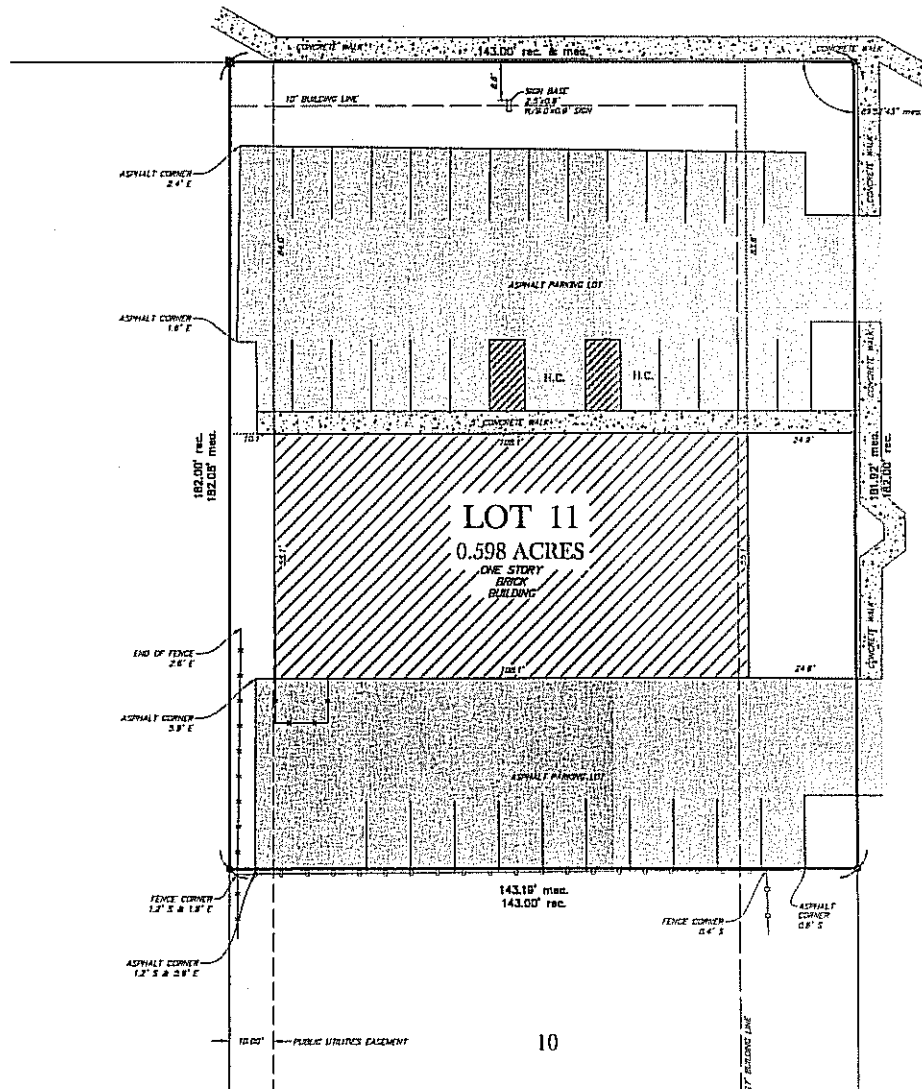
100'

# PLAT OF SURVEY

### LEGAL DESCRIPTION

LOT 11 IN SHARON ESTATES, BEING A SUBDIVISION OF TRACT "A" OF DOWNERS GROVE SUPERVISORS ASSESSMENT PLAT NUMBER 2, OF THE NORTH 1050.0 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION TWENTY NINE (29) TOWNSHIP THIRTY EIGHT (38) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1944, AS DOCUMENT 464589 IN THE RECORDERS OFFICE OF DU PAGE COUNTY, ILLINOIS.

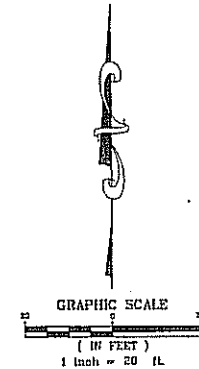
LOCAL MAILING ADDRESS:  
2601 75TH STREET  
DAREN, ILLINOIS



66'

MAIN STREET

66'



### LEGEND

- meas. MEASURED
- rec. RECORDED
- calc. CALCULATED
- FOUND SURVEY MONUMENT
- SET 5/8" REBAR UNLESS OTHERWISE NOTED
- +— 6' WOOD FENCE
- o— 8' WOOD FENCE
- H.C. HANDICAP PARKING

NOTE:  
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT COMMITMENT AND DOES NOT PURPORT TO SHOW ALL EASEMENTS OR ENCUMBRANCES AFFECTING THE SURVEYED LOT.

REVISIONS			
No.	DATE	DESCRIPTION	BY
1	4/25/12	ADDED PARKING	KJP

STATE OF ILLINOIS }  
COUNTY OF WILL } SS

RUETTINGER, TONELLI & ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM No. 104-001251, HEREBY CERTIFIES THAT IT HAS SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND AS SHOWN ON THE ANNEXED PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

SURVEY FIELD WORK COMPLETED 3-29-2012

GIVEN UNDER MY HAND AND SEAL THIS 9th DAY OF April, 2012

BY: *[Signature]*  
ILLINOIS PROFESSIONAL LAND SURVEYOR (MY LICENSE EXPIRES 11-30-2012)  
TO DENOTE AUTHORITY OF THIS DRAWING, I MUST BEAR THE SURVEYOR SEAL OF THE DESIGN FIRM OR PROFESSIONAL LICENSEE WHO PREPARED THIS DRAWING.

RT  
&A

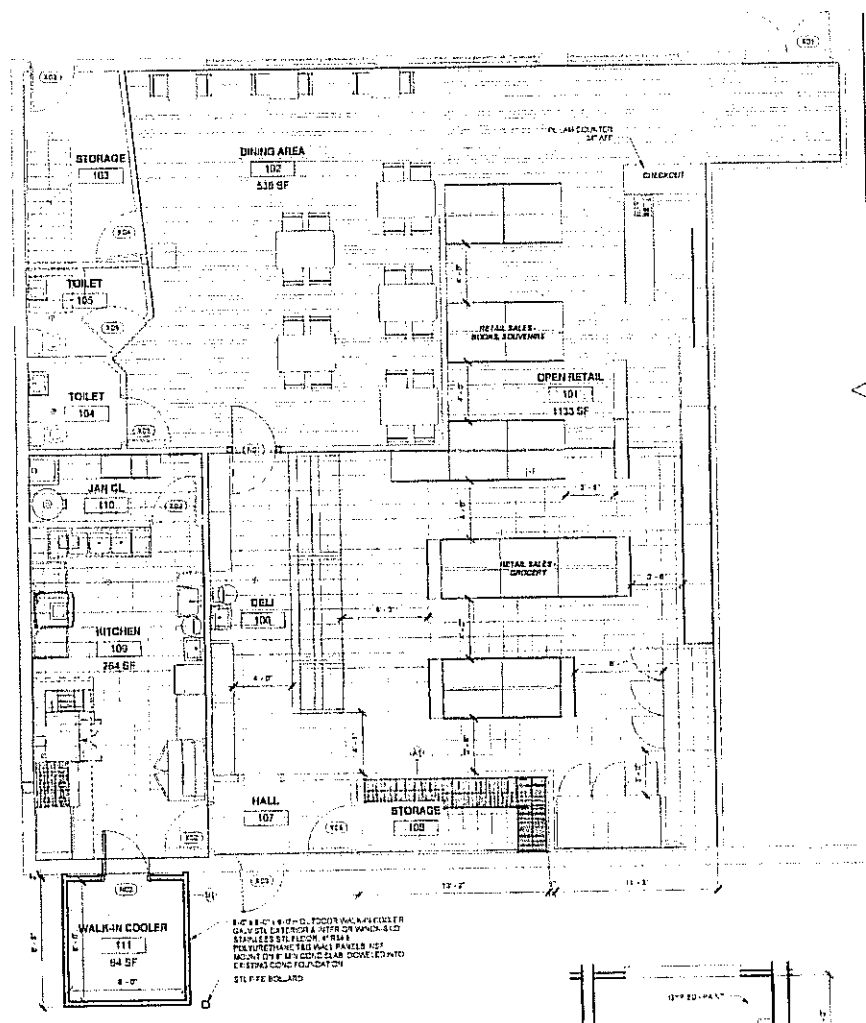
**Ruettiger, Tonelli & Associates, Inc.**  
Surveyors • Engineers • Planners • Landscape Architects • G.I.S. Consultants  
 2174 ONEIDA STREET - JOLIET, ILLINOIS 60435  
 TEL: (815) 744-6600 FAX: (815) 744-0101  
website: www.rtaonline.com

DATE: 4-2-2012	SCALE: 1" = 20'	DRAWN BY: ECI	CHECKED BY: KP
PREPARED FOR: BALIC AUTO SHIPPING, INC. 3011 68th STREET BEDFORD PARK, ILLINOIS 60638	FIELD BOOK: 2B-26 PAGE: 29-31		DRAWING No.: 212-0335-LS
DRAWING TITLE: PLAT OF SURVEY			

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

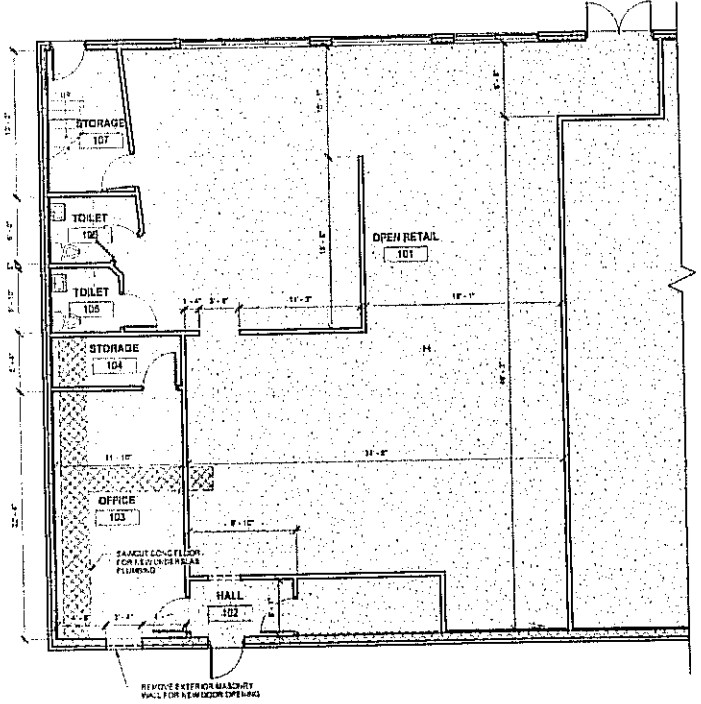
ANY DISCREPANCY IN MEASUREMENT DISCOVERED UPON THE GROUND SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACTS AND ZONING ORDINANCES.

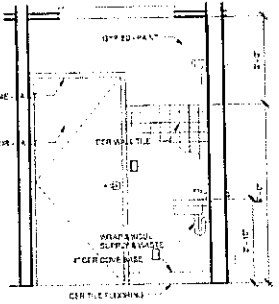


1 FIRST FLOOR - PROPOSED  
1/4" = 1'-0"

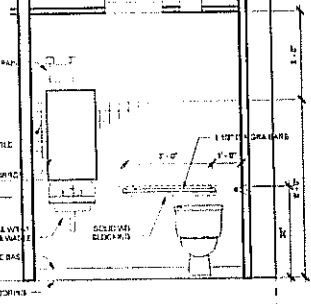
**FLOOR PLAN NOTES**  
 1) SEE SHEET A-4 FOR WALL DETAILS  
 2) SEE SHEET A-4 FOR CEILING DETAIL A  
 3) SEE SHEET A-4 FOR ROOM FINISH SCHEDULE



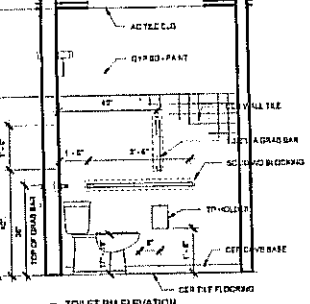
1 FIRST FLOOR - DEMOLITION  
3/8" = 1'-0"



16 TOILET RM ELEVATION  
1/2" = 1'-0"



15 TOILET RM ELEVATION  
1/2" = 1'-0"



14 TOILET RM ELEVATION  
1/2" = 1'-0"

**THOMAS ARCHITECTURE**  
 211 S Maple In  
 Prospect Hts, IL  
 P 847.670.4662  
 F 846.446.2932  
 thomas@thomasmarch.com

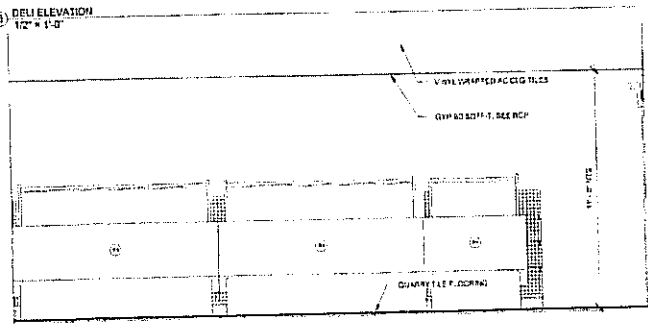
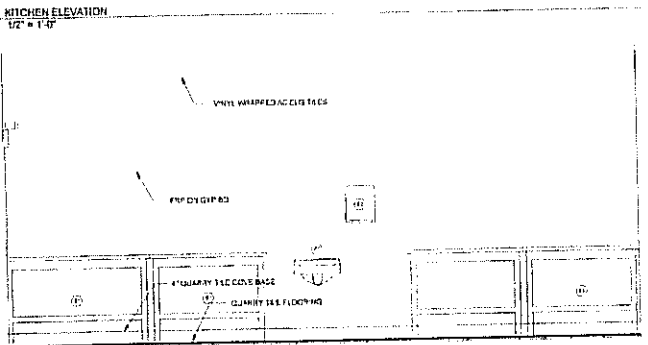
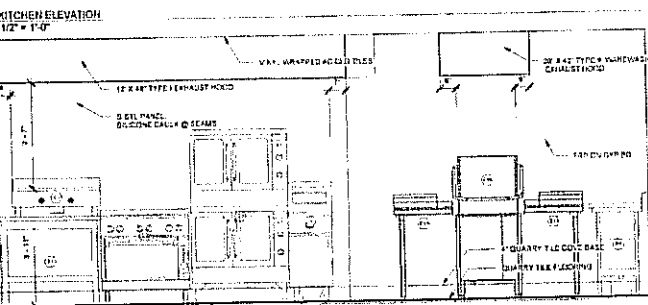
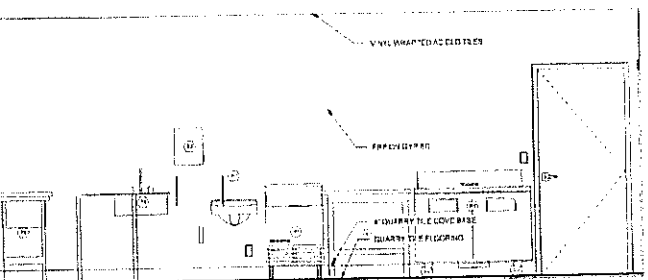
**DEMOLITION NOTES**

- 1) CONTRACTOR SHALL FURNISH THE MATERIALS WITH PERMITTED DISPOSITION FROM THE LOCAL HEALTH DEPT. PRIOR TO DEMOLITION. APPROVED ITEMS CONTRACTOR SHALL INSPECT ALL ELEMENTS TO BE REMOVED AND DETERMINE WHETHER THEY ARE LOOSE, BURNING OR OVER-LOAD BY AVOID CONTRACTOR SHALL DESIGN AND INSTALL BRACING AND TRACING TO INSURE THAT ALL REMAINING STRUCTURES UNIMPAIRED.
- 2) PROTECT FROM DAMAGE LOSS OR THEFT ALL ITEMS INDICATED TO BE REMOVED AND SALVAGED FOR RE-INSTALLATION.
- 3) REMOVE ALL ITEMS SHOWN DAMAGED BY OTHER WORK INDICATED TO BE REMOVED. SALVAGE FROM ITEMS INDICATED RECYCLE ALL RECYCLABLE MATERIALS. ALL REMOVED ITEMS NOT NOTED TO BE SALVAGED SHALL BE LEGALLY DISPOSED OF SITE.
- 4) CAREFULLY REMOVE ALL WALL AND CEILING MOUNTED ITEMS THAT ARE AFFECTED BY WORK SUCH AS WOOD TRIMMING IN HALLWAYS, ROOFS AND OTHER MISC. ITEMS. REMOVAL ITEMS TO BE COLLECTED BY OWNER. LEFT REMAINING ITEMS TO REMAIN FOR SALVAGE. LEGALLY DISPOSED OF SITE. ALL ITEMS NOT REINSTATED BY OWNER.
- 5) WHERE A BEAM/SLAB PATCH BETWEEN EXISTING AND NEW WALL, REMOVE CEILING OR TRIM IS NOT POSSIBLE OR PRACTICAL, REMOVE EXISTING ELEMENT AND REPLACE WITH NEW TO MATCH.
- 6) PROTECT ALL ELEMENTS TO REMAIN FROM ANY DAMAGE DURING CONSTRUCTION. COVER ALL SURFACES DURING DIRT PROCEDURES TO PREVENT DAMAGE.
- 7) DEMOLITION DRAWINGS ARE SCHEMATIC IN NATURE. ONLY DIMENSIONS SHOWN DO NOT INCLUDE ALL ITEMS THAT ARE TO BE DEMOLISHED OR REMOVED. CONTRACTOR SHALL VERIFY ALL DIMENSIONS OF THE NEW WORK IN A MANNER THAT WILL ALLOW OPTIMAL PERFORMANCE OF THE REMOVAL. WHETHER OR NOT NOTED ON THIS DRAWING.
- 8) EXECUTE DEMOLITION IN A MANNER THAT WILL NOT DEGRADATE THE PERFORMANCE OF THE EXISTING BUILDING IN ANY WAY.
- 9) REPAIR AND/OR REPLACE ANY DAMAGE RESULTING FROM DEMOLITION AND CONSTRUCTION.
- 10) REMOVAL OF DEBRIS. METHOD OF OPERATION AND MAINTENANCE AND USE OF COMMON ELEMENTS SHALL BE STRICTLY IN ACCORDANCE WITH FEDERAL, MUNICIPAL, STATE AND REGULATIONS.
- 11) LOCAL REGULATIONS SHALL APPLY. CONTRACTOR SHALL VERIFY ALL LOCAL REGULATIONS AND OBTAIN ALL NECESSARY PERMITS.

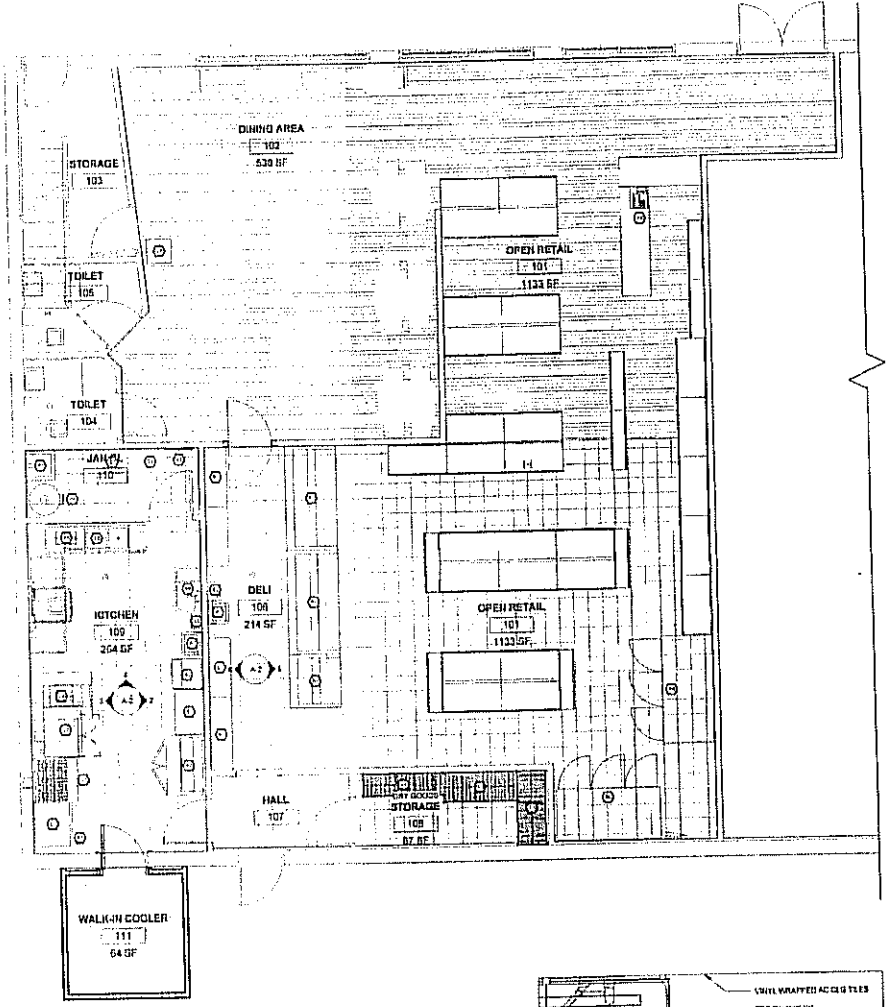
No.	Date
<b>SEAL TO THIS PLAN</b>	
	01.06.12

Grand Duke of Africa  
**GRAND DUKES DELI  
 INTERIOR TENANT  
 BUILD-OUT**  
 2801 W 75th  
 DARIEN, IL

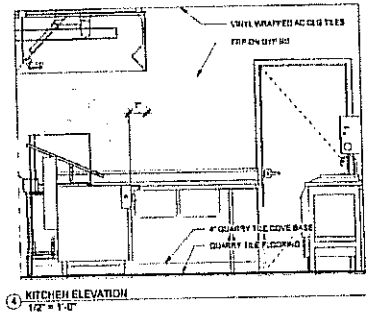
1221  
 01.06.12  
 HOORHANS  
**A-1**



DELHI ELEVATION  
1/2" = 1'-0"



FIRST FLOOR - EQUIPMENT  
 1/4" = 1'-0"  
**FLOOR PLAN NOTES**  
 1) SEE SHEET FOR EQUIPMENT SCHEDULE



KITCHEN ELEVATION  
1/2" = 1'-0"



No.	Drawn By	Chk By
REVISION LIST		04.00.12

**GRAND DUKES DELI  
 INTERIOR TENANT  
 BUILD-OUT**  
 2601 W 75th  
 DARIEN, IL

Project No.	3334	Date	
Rev.	04.00.12	Scale	
By	THOMAS/THOMAS		

A-2

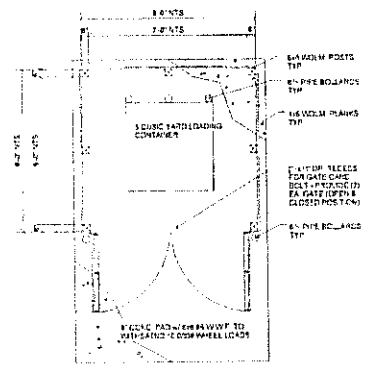




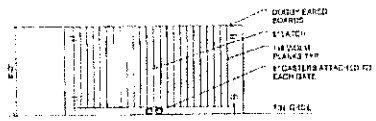
511 S Maple Ln  
Prospect, IL, IL

P 847.670.4602  
F 800.446.2303

thommar@thommarch.com

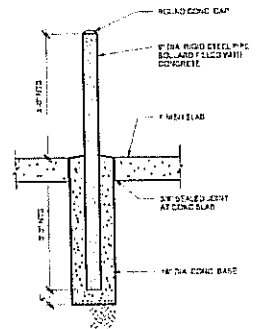


TRASH ENCLOSURE PLAN

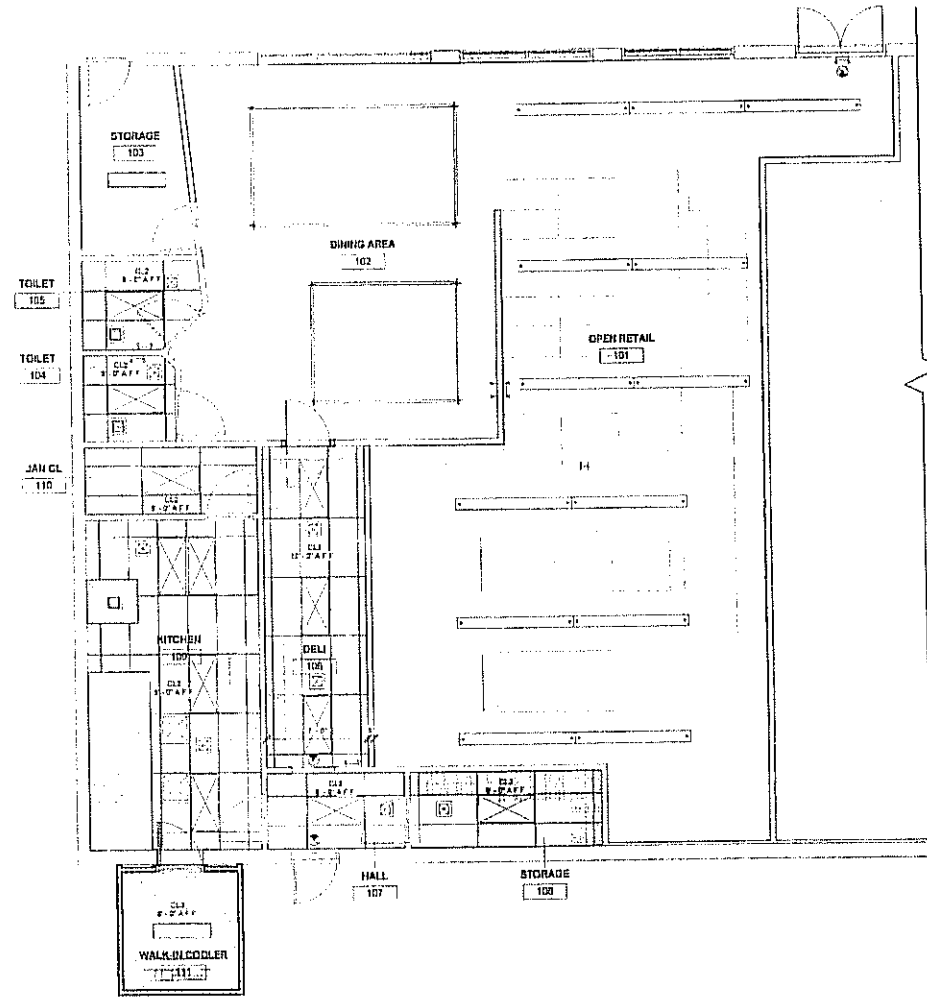


TRASH ENCLOSURE ELEV.

2) TRASH ENCLOSURE 1/4\"/>



3) BOLLARD DETAIL 1/2\"/>



REFLECTED CEILING PLAN 1/4\"/>

**CEILING NOTES**

- 1) AREAS OF CEILING NOT TO BE A.A. EXTEND FROM THE VENTURE REQUIRED TO ACCOMMODATE RECESSED LIGHTING FIXTURES & J. UNDER AND FINISHED FLOOR SHALL FALL BELOW 0\"/>
- 2) CEILING - C.V. USED 2\"/>
- 3) CEILING - C.S. USED 2\"/>
- 4) AREAS OF CEILING NOT TO BE A.A. EXTEND FROM THE VENTURE REQUIRED TO ACCOMMODATE RECESSED LIGHTING FIXTURES & J. UNDER AND FINISHED FLOOR SHALL FALL BELOW 0\"/>
- 5) CEILING - C.S. USED 2\"/>
- 6) AREAS OF CEILING NOT TO BE A.A. EXTEND FROM THE VENTURE REQUIRED TO ACCOMMODATE RECESSED LIGHTING FIXTURES & J. UNDER AND FINISHED FLOOR SHALL FALL BELOW 0\"/>



DATE	DESCRIPTION	BY

GRAND DUKES DELI  
INTERIOR TENANT  
BUILD-OUT  
2601 W 75th  
DARIEN, IL

Project	
Date	08/11/12
Drawn by	
Checked by	

A-3

Agenda Memo  
City Council  
Meeting Date: June 18, 2012

**ISSUE STATEMENT**

Approval of a an ORDINANCE providing for the issuance of \$ (to be determined) General Obligation Refunding Bonds, Series 2012, of the City of Darien, DuPage County, Illinois, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

**ORDINANCE**

**BACKGROUND/HISTORY**

The City has received an unsolicited proposal from the underwriting firm of Robert W. Baird for the advance refunding of our 2006 GO bond. The process of advance refunding involves selling a new series of bonds to fund an escrow account to retire the callable bonds of Series 2006 on December 15, 2014. Between the time of sale (2012) and redemption (2014), the Series 2012 bond proceeds will be invested in U.S. Treasury securities and held in trust at a bank. Attached is a draft bond ordinance for review. The draft contains several blank spaces that will be completed Monday afternoon when the final rates are determined. The completed ordinance will be distributed at the council meeting.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the ordinance pending the final rates.

**ALTERNATE CONSIDERATION**

To be discussed.

**DECISION MODE**

This will be on the June 18<sup>th</sup>, 2012, City Council agenda for formal approval.

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ORDINANCE NUMBER \_\_\_\_\_

AN ORDINANCE providing for the issuance of \$ \_\_\_\_\_  
General Obligation Refunding Bonds, Series 2012, of the City of  
Darien, DuPage County, Illinois, and providing for the levy and  
collection of a direct annual tax sufficient for the payment of the  
principal of and interest on said bonds, and further providing for  
the execution of an escrow agreement in connection with such  
issuance.

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Adopted by the City Council on the 18th day  
of June 2012.

Published in Pamphlet Form by Authority of  
the City Council on the \_\_\_\_ day of June  
2012.

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LIST OF EXHIBITS:

- A — Escrow Agreement
- B — Form of Continuing Disclosure Undertaking

**ORDINANCE NUMBER \_\_\_\_\_**

AN ORDINANCE providing for the issuance of \$\_\_\_\_\_ General Obligation Refunding Bonds, Series 2012, of the City of Darien, DuPage County, Illinois, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

**PREAMBLES**

— WHEREAS —

A. The City of Darien, DuPage County, Illinois (the “*City*”) has elected, pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, to become a home rule unit and as such may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The City Council of the City (the “*Corporate Authorities*”) have adopted no ordinances, resolutions, orders or motions or provided any City Code provisions which restrict or limit the exercise of the home rule powers of the City in the issuance of general obligation bonds without referendum for corporate purposes or which provides any special rules or procedures for the exercise of such power.

D. The City has heretofore issued the following outstanding and validly subsisting and unpaid general obligation bonds (the “*Prior Bonds*”):

**GENERAL OBLIGATION WATER BONDS, SERIES 2006**

Original principal amount:           \$3,900,000

Dated:                                    July 1, 2006

Originally due serially:               2007-2025

Amount outstanding:                  \$3,225,000

Amount to be refunded:                \$2,690,000

Due December 15, and described as follows:

YEAR	AMOUNT (\$) ORIGINAL BONDS DUE	RATE OF INTEREST (%)	AMOUNT (\$) TO BE REFUNDED
2012	170,000	4.125	-0-
2013	180,000	4.125	-0-
2014	185,000	4.125	-0-
2017	615,000	4.200	615,000
2019	450,000	4.200	450,000
2021	495,000	4.200	495,000
2023	540,000	4.250	540,000
2025	590,000	4.300	590,000

which bonds due on and after December 15, 2017, are subject to redemption prior to maturity at the option of the City, from any available funds, on December 15, 2014, at the redemption price of par plus accrued interest to the redemption date.

E. For the amounts and maturities of the Prior Bonds to be refunded (the “*Refunded Bonds*”), interest rates are now more favorable in the market for tax-exempt municipal bonds than they were at the time the Prior Bonds were issued; and it is possible to refund the Refunded Bonds to achieve a net aggregate dollar and present value savings.

F. Pursuant to said Section 6 of the Illinois Constitution, also Sections 8-4-3 through 8-4-10 of the Illinois Municipal Code, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Reform Act*”), the City is authorized to borrow money and to issue its general obligation refunding bonds to accomplish the refunding (the

“Refunding”) of the Refunded Bonds, which Refunding is defined to include the payment of related costs of issuance of bonds and of such refunding; and it is deemed necessary and desirable to provide for the issuance of \$\_\_\_\_\_ principal amount general obligation refunding bonds for such purpose and for the purpose of realizing such net debt service savings.

G. The Corporate Authorities do hereby determine that it is advisable and in the best interests of the City to borrow \$\_\_\_\_\_ at this time pursuant to the Act (as hereinafter defined) and the Reform Act for the purpose of accomplishing the Refunding and, in evidence of such borrowing, to issue full faith and credit bonds of the City in such principal amount.

NOW THEREFORE BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Darien, DuPage County, Illinois, in the exercise of its home rule powers, as follows:

*Section 1. Definitions.* Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

Corporate Authorities  
Prior Bonds  
Reform Act  
Refunded Bonds  
Refunding  
City

B. The following words and terms are defined as set forth.

“Act” means the Illinois Municipal Code, as supplemented and amended, the Local Government Debt Reform Act, as amended, as supplemental authority, and also the home rule powers of the City under Section 6 of Article VII of the Constitution of the State of Illinois; and

in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

*“Ad Valorem Property Taxes”* means the real property taxes levied to pay the bonds as described and levied in (Section 12 of) this Ordinance.

*“Bond Fund”* means the Bond Fund established and defined in (Section 15 of) this Ordinance.

*“Bond Moneys”* means the Ad Valorem Property Taxes and any other moneys deposited into the Bond Fund and investment income held in the Bond Fund.

*“Bond Register”* means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

*“Bond Registrar”* means The Bank of New York Mellon Trust Company, National Association, a national banking association having trust powers and duly authorized to do business as a bond registrar and paying agent with the powers and duties as herein set forth, or a successor thereto or a successor designated as bond registrar and paying agent hereunder.

*“Bonds”* means the General Obligation Refunding Bonds, Series 2012, authorized to be issued by this Ordinance including bonds issued in exchange for or upon transfer or replacement of bonds previously issued under this Ordinance.

*“Book Entry Form”* means the form of the Bonds as fully registered and available in physical form only to the Depository.

*“Clerk”* means the City Clerk of the City.

*“Code”* means the Internal Revenue Code of 1986, as amended.

*“County”* means The County of DuPage, Illinois, within which the corporate limits of the City exist.

*“County Clerk”* means the County Clerk of the County.



“*Depository*” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, its successors, or a successor depository qualified to clear securities under applicable state and federal laws.

“*Designated Official*” means any of the Mayor, Clerk, Treasurer or City Administrator of the City.

“*Escrow Agent*” means The Bank of New York Mellon Trust Company, National Association, having trust offices located in the City of Chicago, Illinois, in its capacity as escrow agent under the Escrow Agreement, or successor as therein provided.

“*Escrow Agreement*” means the Escrow Agreement by and between the City and the Escrow Agent as authorized in (Section 15 of) this Ordinance and set forth as *Exhibit A*.

“*Financial Advisor*” means Speer Financial, Inc., Chicago, Illinois, the firm acting as financial advisor to the City in the sale of the Bonds.

“*Government Securities*” means direct full faith and credit obligations of the United States of America (including bills, notes, bonds and obligations of the State and Local Government Series).

“*Letter of Representations*” means the agreement (letter of representations or blanket letter of representations or other) between the City and the Depository accommodating the Book Entry Form of the Bonds.

“*Mayor*” means the Mayor of the City.

“*Purchase Price*” means the price to be paid by the Purchaser for the Bonds, to-wit \$\_\_\_\_\_.

“*Purchaser*” means Robert W. Baird & Co. Incorporated, Naperville, Illinois, as the purchaser and underwriter of the Bonds.

“*Record Date*” means the first day of the month of any regular or other interest payment date occurring on the fifteenth day of any month and the fifteenth day preceding any interest payment date occasioned by the redemption of Bonds on other than the fifteenth day of a month.

“*Tax-exempt*” means, with respect to the Bonds, the status of interest paid and received thereon as excludable from the gross income of the owners thereof under the Code for federal income tax purposes.

“*Treasurer*” means the City Treasurer of the City.

C. Definitions also appear in the above preambles or in specific sections, as appearing below.

*Section 2. Incorporation of Preambles.* The Corporate Authorities hereby find that the recitals contained in the preambles to this Ordinance are true, correct, and complete and do incorporate them into this Ordinance by this reference.

*Section 3. Determination to Issue Bonds.* It is necessary and in the best interests of the City to provide for the Refunding and to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is for a proper public purpose and is in the public interest and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

*Section 4. Bond Details.* There shall be issued and sold the Bonds in the aggregate principal amount of \$\_\_\_\_\_. The Bonds shall each be designated “*General Obligation Refunding Bond, Series 2012*”; shall be dated the date of delivery thereof (the “*Dated Date*”); and shall also bear the date of authentication thereof. The Bonds shall be fully registered and in Book Entry Form, shall be in denominations of \$5,000 or integral multiples thereof (but no single Bond shall represent principal maturing on more than one date), and shall be numbered consecutively in such reasonable fashion as shall be determined by the Bond Registrar. The

Bonds shall become due (subject to right of prior redemption) and payable serially on December 15 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

YEAR	AMOUNT (\$)	RATE (%)	YEAR	AMOUNT (\$)	RATE (%)
2012			2019		
2013			2020		
2014			2021		
2015			2022		
2016			2023		
2017			2024		
2018			2025		

Each Bond shall bear interest from the later of its Dated Date or from the most recent interest payment date to which interest has been paid or duly provided for, on June 15 and December 15 of each year, commencing December 15, 2012, at the respective rates percent per annum provided, until the principal thereof shall be paid or duly provided for. So long as the Bonds are held in Book Entry Form, interest on each Bond shall be paid to the Depository by check or draft or electronic funds transfer, in lawful money of the United States of America, as may be agreed in the Letter of Representations; in the event the Bonds should ever become available in physical form to registered owners other than the Depository, interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the address of such registered owner as it appears on the Bond Register or at such other address as may be furnished in writing to the Bond Registrar. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. The principal of the Bonds shall be payable upon presentation at the office designated for such purpose of the Bond Registrar.

*Section 5. Book Entry Form.* The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in such name as may be provided by the Depository (the “*Book Entry Owner*”) and, accordingly, in Book Entry Form as provided and defined herein. The Clerk or the Treasurer is authorized to execute a Letter of Representations or to utilize the provisions of an existing Letter of Representations. Without limiting the generality of the authority given with respect to entering into the Letter of Representations for the Bonds, it may contain provisions relating to (a) payment procedures, (b) transfers of the Bonds or of beneficial interests therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Bonds registered in the Bond Register in the name of the Book Entry Owner, neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank, or other financial institution being referred to herein as a “*Depository Participant*”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the immediately preceding sentence, neither the City nor the Bond Registrar shall have any responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Book Entry Owner, or any Depository Participant with respect to any ownership interest in the Bonds; (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register or as expressly provided in the Letter of Representations, of any notice with respect to the Bonds, including any notice of redemption; or (c) the payment to any Depository Participant

or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. No person other than a registered owner of a Bond as shown in the Bond Register shall receive a Bond certificate with respect to any Bond. In the event that (a) the City determines that the Depository is incapable of discharging its responsibilities described herein or in the Letter of Representations, (b) the agreement among the City and the Depository evidenced by the Letter of Representations shall be terminated for any reason, or (c) the City determines that it is in the best interests of the City or of the beneficial owners of the Bonds that they be able to obtain certificated Bonds; the City shall notify the Depository of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register to the Book Entry Owner. The City may determine at such time that the Bonds shall be registered in the name of and deposited with a successor depository operating a book entry only system, as may be acceptable to the City, or such depository's agent or designee, but if the City does not select such successor depository, then the Bonds shall be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

*Section 6. Execution; Authentication.* The Bonds shall be executed on behalf of the City by the manual or duly authorized facsimile signature of the Mayor and attested by the manual or duly authorized facsimile signature of the Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of

authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Bond Registrar, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

*Section 7. Optional Redemption.* Those of the Bonds due on or after December 15, 20\_\_, shall be subject to redemption prior to maturity at the option of the City, from any available funds, on any date on or after December 15, 20\_\_, and if in part, in any order of maturity as selected by the City, and if less than an entire maturity, in integral multiples of \$5,000, selected by lot by the Bond Registrar as hereinafter provided, and if Term Bonds allocable to such amounts due by mandatory redemption or at maturity as the City may determine, at the redemption price of par plus accrued interest to the date fixed for redemption

*Section 8. Redemption Procedures.* The Bonds subject to redemption shall be identified, notice given, and paid and redeemed pursuant to the procedures as follows.

A. *Notice to Bond Registrar; Selection of Bonds.* The City shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount and maturities of Bonds to be redeemed.

B. *Selection of Bonds within a Maturity.* For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Bond Registrar for the Bonds of such

maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall make such selection upon the earlier of advice from the City that certain Bonds to be redeemed are Defeased Bonds (as defined in Section 23 hereof) or the time of the giving of official notice of redemption.

C. *Official Notice of Redemption.* The Bond Registrar shall promptly notify the City in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed. Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class U.S. mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar. All official notices of redemption shall include the name of the Bonds and at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the office designated for that purpose of the Bond Registrar.

D. *Conditional Redemption.* Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

E. *Bonds Shall Become Due.* Official notice of redemption having been given as described, the Bonds or portions of Bonds so to be redeemed shall, subject to the stated condition in paragraph (D) immediately preceding, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond



Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due.

F. *Insufficiency in Notice Not Affecting Other Bonds; Failure to Receive Notice; Waiver.* Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver. *In lieu of the foregoing official notice, so long as the Bonds are held in Book Entry Form, notice may be given as provided in the Representations Letter, and the giving of such notice shall constitute a waiver by the Depository and the Book Entry Owner, as registered owner, of the foregoing notice.*

G. *New Bond in Amount Not Redeemed.* Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

H. *Effect of Nonpayment upon Redemption.* If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption.

I. *Bonds to be Cancelled; Payment to Identify Bonds.* All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

J. *Additional Notice.* The City agrees to provide such additional notice of redemption as it may deem advisable at such time as it determines to redeem Bonds, taking into account any requirements or guidance of the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, the Governmental Accounting Standards Board, or any other federal or state agency having jurisdiction or authority in such matters; *provided, however,* that such additional notice shall be (1) advisory in nature, (2) solely in the discretion of the City, (3) not be a condition precedent of a valid redemption or a part of the Bond contract, and (4) any failure or defect in such notice shall not delay or invalidate the redemption of Bonds for which proper official notice shall have been given. Reference is also made to the provisions of the Continuing Disclosure Undertaking of the City with respect to the Bonds, which may contain other provisions relating to notice of redemption of Bonds.

K. *Bond Registrar to Advise City.* As part of its duties hereunder, the Bond Registrar shall prepare and forward to the City a statement as to notices given with respect to each redemption together with copies of the notices as mailed.

*Section 9. Registration of Bonds; Persons Treated as Owners.* The City shall cause books (the “*Bond Register*” as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the office of the Bond Registrar maintained for such

purpose, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds. Subject to the provisions of this Ordinance relating to the Bonds in Book Entry Form, any Bond may be transferred or exchanged, but only in the manner, subject to the limitations and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the designated office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date, and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of fifteen days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date, and deliver such Bond; *provided, however*, that the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal

of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

*Section 10. Form of Bond.* The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph on the front side.

[FORM OF BOND - FRONT SIDE]

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF DUPAGE  
CITY OF DARIEN  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2012**

See Reverse Side for  
Additional Provisions.

Interest Rate: \_\_\_\_\_%      Maturity Date: December 15, 20\_\_      Dated Date: \_\_\_\_\_, 2012      CUSIP: \_\_\_\_\_

Registered Owner:      CEDE & CO.

Principal Amount: \_\_\_\_\_ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Darien, DuPage County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum identified above, such interest to be payable on June 15 and December 15 of each year, commencing December 15, 2012, until said Principal Amount is paid or duly provided for except as the hereinafter stated provisions for redemption prior to maturity may be and become applicable hereto. The principal of or redemption price on this Bond is payable in lawful money of the United States of America upon presentation hereof at The Bank of New York Mellon Trust Company, National Association, with trust offices maintained for the purpose located in

Chicago, Illinois, as paying agent and bond registrar (the "*Bond Registrar*"). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the Record Date for each interest payment date and shall be paid by check or draft of the Bond Registrar, payable upon presentation at the Bond Registrar in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or as otherwise agreed to by the City and the Depository if holding this Bond in Book Entry Only Form, as provided for same. "*Record Date*" means the first day of the month of any regular or other interest payment date occurring on the fifteenth day of any month and the fifteenth day preceding any interest payment date occasioned by the redemption of Bonds on other than the fifteenth day of a month.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

The full faith and credit of the City are hereby irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. The Bonds shall be direct and general obligations of the City.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the Act, have existed and have been properly done, happened, and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition

to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Darien, DuPage County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

\_\_\_\_\_  
Mayor, City of Darien,  
DuPage County, Illinois

ATTEST:

\_\_\_\_\_  
City Clerk, City of Darien,  
DuPage County, Illinois

[SEAL]

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2012, having a Dated Date of \_\_\_\_\_, 2012, of the City of Darien, DuPage County, Illinois.

THE BANK OF NEW YORK MELLON TRUST  
COMPANY, NATIONAL ASSOCIATION  
as Bond Registrar

Date of Authentication:

\_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

**UNITED STATES OF AMERICA  
STATE OF ILLINOIS  
COUNTY OF DUPAGE  
CITY OF DARIEN  
GENERAL OBLIGATION REFUNDING BOND, SERIES 2012**

This bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$\_\_\_\_\_ issued by the City for the purpose of refunding certain of the City’s outstanding general obligation bonds and of paying expenses incidental thereto, all as described and defined in Ordinance Number \_\_\_\_\_ of the City, passed by the City Council on the 18th day of June 2012, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as amended; as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois; and as further supplemented by the Local Government Debt Reform Act of Illinois, as amended (collectively, such Illinois Municipal Code, constitutional home rule powers, and Debt Reform Act being the “*Act*”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

The Bonds are issued in fully registered form in the denomination of \$5,000 or authorized integral multiples thereof. Subject to the provisions relating to this Bond remaining in Book Entry Only Form, this Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance.

This Bond is subject to optional redemption upon the terms, notice, redemption prices, and other applicable provisions of the Ordinance.

The City and the Bond Registrar may deem and treat the person in whose name any Bond shall be registered in the Bond Register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of or on account of the principal of



or interest thereon and for all other purposes whatsoever; all such payments so made to any such Registered Owner or upon such Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

THE CITY HAS DESIGNATED THIS BOND AS A "QUALIFIED TAX-EXEMPT OBLIGATION" PURSUANT TO SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assign, and transfers unto \_\_\_\_\_

Here insert Social Security Number, Employer Identification Number or other Identifying Number

\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_

\_\_\_\_\_ as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed: \_\_\_\_\_

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

*Section 11. Security for the Bonds.* The Bonds are payable as a general obligation of the City for which the full faith and credit of the City are irrevocably pledged and are payable from the levy of taxes on all of the taxable property in the City, without limitation as to rate or amount, and from any other lawfully available funds.

*Section 12. Tax Levy; Abatement.* For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes, the following direct annual taxes (the “*Ad Valorem Property Taxes*”):

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR (\$) SUM OF:
2012	\$ for interest and principal up to and including December 15, 2013
2013	\$ for interest and principal (December 1, 2014)
2014	\$ for interest and principal (December 1, 2015)
2015	\$ for interest and principal (December 1, 2016)
2016	\$ for interest and principal (December 1, 2017)
2017	\$ for interest and principal (December 1, 2018)
2018	\$ for interest and principal (December 1, 2019)
2019	\$ for interest and principal (December 1, 2020)
2020	\$ for interest and principal (December 1, 2021)
2021	\$ for interest and principal (December 1, 2022)
2022	\$ for interest and principal (December 1, 2023)
2023	\$ for interest and principal (December 1, 2024)
2024	\$ for interest and principal (December 1, 2025)

The Bond Moneys shall be applied to pay interest on and principal of the Bonds when due. Interest or principal coming due at any time when there are not sufficient funds on hand from the Ad Valorem Property Taxes to pay the same shall be paid promptly when due from current funds on hand of the City in advance of the collection of the Ad Valorem Property Taxes herein levied; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would

adversely affect the ability of the City to levy and collect the Ad Valorem Property Taxes, except as set forth below. The City and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may be levied, extended, and collected as provided herein and deposited into the Bond Fund, except as set forth below.

In the event that funds from any other lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the transfer of such funds to the Bond Fund, and shall then further shall direct the abatement of the taxes by the amount so deposited. The City covenants and agrees that it will not direct the abatement of Ad Valorem Property Taxes until money has been deposited into the Bond Fund in the amount of such abatement. A certified copy or other notification of any such proceedings abating taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

*Section 13. Filing with County Clerk.* Promptly, after this Ordinance has become effective, copies hereof certified by the Clerk shall be filed with the County Clerk; and it shall be the duty of the County Clerk annually in and for each of the years 2012 to 2024, inclusive, to ascertain the rate necessary to produce the Ad Valorem Property Taxes hereinbefore provided to be levied in each of said years; and extend the same for collection on the tax books against all of the taxable property within the City in connection with other taxes levied in each said years for City purposes in order to raise the respective amounts of the Ad Valorem Property Taxes; and, subject to abatement as stated hereinabove, in each year such annual tax shall be computed, extended, and collected in the same manner as now or hereafter provided by law for the computation, extension, and collection of taxes for general City purposes. When collected, the taxes shall be placed to the credit of the Bond Fund.

*Section 14. Sale of Bonds; Official Statement.* The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, shall be deposited with the Treasurer, and shall be by such officer delivered to the Purchaser, upon payment of the Purchase Price, plus accrued interest to date of delivery, if any. The contract for the sale of the Bonds to the Purchaser, as evidenced by a “*Bond Purchase Agreement*,” as submitted to and presented to the Corporate Authorities at this meeting, as executed by the Purchaser, is hereby in all respects approved and confirmed, and the officer or officers of the City designated therein are authorized and directed to execute the contract on behalf of the City, *it being hereby declared that, to the best of the knowledge and belief of the members of the Corporate Authorities, after due inquiry, no person holding any office of the City, either by election or appointment, is in any manner financially interested, either directly in his own name or indirectly in the name of any other person, association, trust or corporation, in such contract for the sale of the Bonds to the Purchaser.* The Preliminary “Deemed Final” Official Statement of the City, dated June \_\_, 2012, relating to the Bonds, presented to the Corporate Authorities is hereby ratified and approved. The Official Statement of the City, to be dated within seven business days hereof, relating to the Bonds (the “*Official Statement*”), is hereby authorized, and the Purchaser is hereby authorized on behalf of the City to distribute copies of the Official Statement to the ultimate purchasers of the Bonds. Such officer or officers of the City as are designated therein are hereby authorized to execute and deliver the Official Statement on behalf of the City.

*Section 15. Creation of Funds and Appropriations and Approval of Escrow Agreement.*

A. There is hereby created the “*General Obligation Refunding Bonds, Series 2012, Bond and Interest Sinking Fund Account*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Accrued interest, if any, received upon

delivery of the Bonds shall be deposited into the Bond Fund and be applied to pay first interest coming due on the Bonds.

B. The Ad Valorem Property Taxes shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on the Bonds prior to receipt of Ad Valorem Property Taxes. Surplus amounts, interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the next interest payment date or, to the extent lawful and as determined by the Corporate Authorities, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all present and future proceeds of the Ad Valorem Property Taxes for the benefit of the registered owners of the Bonds, subject to the reserved right of the Corporate Authorities to transfer surplus amounts, interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. The amount necessary from the proceeds of the Bonds as may be necessary shall be deposited into a separate fund, hereby created, designated the "*Expense Fund*" to be used to pay expenses of issuance of the Bonds. Disbursements from such fund shall be made from time to time as necessary. Any excess in said fund shall be deposited into the Bond Fund hereinabove created within six months from the date of issuance of the Bonds. Alternatively, the expenses of issuing the Bonds may be paid from Bond proceeds by the Purchaser at closing.

D. The amount necessary from the proceeds of the Bonds, together with such money in the existing City bond fund for the Prior Bonds as may be advisable for the purpose, shall be used to provide for the Refunding and the payment of such expenses as may be designated. The Refunding shall occur pursuant to the provisions of the Escrow Agreement, all in accordance

with the provisions of such Escrow Agreement with the Escrow Agent as designated, substantially in the form attached hereto as *Exhibit A* to this Ordinance, made a part hereof by this reference, and hereby approved. The officers appearing signatory to such Escrow Agreement are hereby authorized and directed to execute the same, their execution to constitute conclusive proof of action in accordance with this Ordinance, and approval of all completions or revisions necessary or appropriate to effect the Refunding. Subject only to the delivery of the Bonds, the Refunded Bonds are hereby called for redemption on the date and upon the terms and provisions as provided in the Escrow Agreement as relates thereto.

E. The remaining proceeds of the Bonds, if any, shall be deposited into the Bond Fund.

F. Alternatively to the creation of the Bond Fund or the Expense Fund as described above, the Treasurer may allocate Bond Moneys or the proceeds of the Bonds for expenses to one or more related funds of the City already in existence and in accordance with good accounting practice; *provided, however*, that this shall not relieve the City or the Treasurer of the duty to account and invest for the Bond Moneys and the proceeds of the Bonds as herein provided, as if such funds had in fact been created.

*Section 16. Purchase of the Government Securities.* The Financial Advisor, the Purchaser or the Escrow Agent, be and the same are each hereby authorized to act as agent for the City in the purchase of the Government Securities described and set forth in the Escrow Agreement.

*Section 17. Continuing Disclosure Undertaking.* Any of the Designated Officials of the City are hereby authorized, empowered, and directed to execute and deliver the Continuing Disclosure Undertaking (the "*Continuing Disclosure Undertaking*") in substantially the form attached hereto as *Exhibit B* to this Ordinance, made a part hereof by this reference, and hereby approved. When the Continuing Disclosure Undertaking is executed and delivered on behalf of

the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City and the officers, employees, and agents of the City; and the officers, employees, and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

*Section 18. General Tax Covenants.* The City hereby covenants that it will not take any action, omit to take any action, or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting, or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds not to be excludable from the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from Federal income taxation for interest paid on the Bonds, under present rules, the City may be treated as the “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination. In furtherance of the foregoing provisions, but without limiting their generality, the City agrees: (a) through its officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to comply with all representations, covenants, and assurances contained in certificates or agreements as may be prepared by Chapman and

Cutler LLP, Chicago, Illinois (“*Bond Counsel*”); (c) to consult with such counsel and to comply with such advice as may be given; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

*Section 19. Certain Specific Tax Covenants.*

A. None of the Bonds shall be a “private activity bond” as defined in Section 141(a) of the Code; and the City certifies, represents, and covenants as follows:

(1) Not more than 5% of the net proceeds of the Bonds is to be used and not more than 5% of the net proceeds of the Prior Bonds were used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit.

(2) Not more than 5% of the amounts necessary to pay the principal of and interest on the Prior Bonds or the Bonds has been to date or will be derived, directly or indirectly, from payments with respect to any private business use by any person other than a state or local governmental unit.

(3) None of the proceeds of the Bonds is to be used and no proceeds of the Prior Bonds were used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(4) No user of the real or personal property of the City acquired, constructed, or improved with the proceeds of the Prior Bonds, other than the City or another governmental unit, will use the same on any basis other than the same basis as the general public; and except as noted, no person, other than the City or another governmental unit, will be a user of such property as a result of (i) ownership or (ii) actual or beneficial use



pursuant to a lease, a management or incentive payment contract other than as expressly permitted by the Code, or (iii) any other arrangement.

B. The Bonds shall not be “arbitrage bonds” under Section 148 of the Code; and the City certifies, represents, and covenants as follows:

(1) All of the proceeds of the Prior Bonds have been spent, except for money treated as proceeds on deposit in the bond fund or debt service fund for the Prior Bonds.

(2) All the proceeds of the Bonds, except for a small rounding amount, are to be used for the Refunding and related expenses.

(3) Except for the Bond Fund, the City has not created or established and will not create or establish any sinking fund, reserve fund or any other similar fund to provide for the payment of the Bonds. The Bond Fund has been established and will be funded in a manner primarily to achieve a proper matching of tax revenues and debt service, and will be collectively depleted at least annually to an amount not in excess of 1/12 the particular annual debt service on the Bonds. Money deposited therein will be spent within a 13-month period beginning on the date of deposit, and investment earnings therein will be spent or withdrawn within a one-year period beginning on the date of receipt.

(4) Amounts of money related to the Bonds required to be invested at a yield not materially higher than the yield on the Bonds, as determined pursuant to such tax certifications or agreements as the City officers may make in connection with the issuance of the Bonds, shall be so invested; and appropriate City officers are hereby authorized to make such investments.

(5) Unless an applicable exception to Section 148(f) of the Code, relating to the rebate of “excess arbitrage profits” to the United States Treasury (the “*Rebate*

*Requirement*”) is available to the City, the City will meet the Rebate Requirement. The City expects the yield on investments of all proceeds of the Bonds to be less than the yield on the Bonds.

(6) Relating to applicable exceptions, any City officers charged with issuing the Bonds are hereby authorized to make such elections under the Code as such officers shall deem reasonable and in the best interests of the City.

(7) Interest earnings in the Bond Fund are hereby authorized to be transferred, without further order or direction from the Corporate Authorities, from time to time as required, to meet the Rebate Requirement for the purposes herein provided; and proceeds of the Bonds and other funds of the City are also hereby authorized to be used to meet the Rebate Requirement, but only if necessary after application of investment earnings as aforesaid and only as appropriated by the Corporate Authorities.

C. None of the proceeds of the Bonds will be used to pay, directly or indirectly, in whole or in part, for an expenditure that has been paid by the City prior to the date hereof.

D. The City reserves the right to use or invest moneys in connection with the Bonds in any manner or to use the City infrastructure acquired, constructed, or improved with the proceeds of the Prior Bonds in any manner, notwithstanding the representations and covenants in (Sections 18 and 19 of) this Ordinance; *provided* it shall first have received an opinion from Bond Counsel to the effect that use or investment of such moneys or the changes in or use of such infrastructure as contemplated will not result in loss or impairment of Tax-exempt status for the Bonds.

E. The City hereby designates each of the Bonds as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Code. In support of such designation, the City hereby certifies that (i) none of the Bonds will be at any

time a “private activity bond” (as defined in Section 141 of the Code), (ii) as of the date hereof in calendar year 2012, other than the Bonds, no tax-exempt obligations of any kind have been issued (A) by or on behalf of the City, (B) by other issuers, any of the proceeds of which have been or will be used to make any loans to the City or (c) any portion of which has been allocated to the City for purposes of Section 265(b) of the Code and (iii) not more than \$10,000,000 of obligations of any kind (including the Bonds) issued (A) by or on behalf of the City (B) by other issuers any of the proceeds of which have been or will be used to make any loans to the City or (C) any portion of which has been allocated to the City for purposes of Section 265(b) of the Code during calendar year 2012 will be designated for purposes of Section 265(b)(3) of the Code.

The City is not subject to Control by any entity, and there are no entities subject to Control by the City.

On the date hereof, the City does not reasonably anticipate that for calendar year 2012 it will issue, have another entity issue on behalf of the City, borrow the proceeds of or have allocated to the City for purposes of Section 265(b) of the Code more than \$10,000,000 Section 265 Tax-Exempt Obligations (including the Bonds). “*Section 265 Tax-Exempt Obligations*” are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, *except for* private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code. The City will not, in calendar year 2012 issue, permit the issuance on behalf of it or by any entity subject to Control by the City (which may hereafter come into existence), borrow the proceeds of or have allocated to it for purposes of Section 265(b) of the Code Section 265 Tax-Exempt Obligations (including the Bonds) that exceed the aggregate amount of \$10,000,000 during calendar year 2012 unless it first obtains an opinion of Bond Counsel to the effect that such issuance, borrowing or allocation will

not adversely affect the treatment of the Bonds as “qualified tax-exempt obligations” for the purpose and within the meaning of Section 265(b)(3) of the Code.

The Bonds have not been sold in conjunction with any other obligation.

*Section 20. Rights and Duties of Bond Registrar.* If requested by the Bond Registrar, and upon approval as to form by the City Attorney, any of the Designated Officials is authorized to execute a standard form of agreement between the City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder. In addition to the terms of such agreements and subject to modification thereby, the Bond Registrar by acceptance of duties hereunder agrees:

(a) to act as bond registrar, authenticating agent, paying agent, and transfer agent as provided herein;

(b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential except as otherwise may be required by law;

(c) to give notice of redemption of Bonds as provided herein;

(d) to cancel and/or destroy Bonds which have been paid at maturity, upon redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding, and payments made with respect to interest on the Bonds.

The City covenants that it shall at all times retain a Bond Registrar with respect to the Bonds, that it will maintain at the designated office(s) of such Bond Registrar a place or places where Bonds may be presented for payment or registration of transfer or exchange, and that it shall

require that the Bond Registrar properly maintain the Bond Register and perform the other duties and obligations imposed upon it by this Ordinance in a manner consistent with the standards, customs and practices of the municipal securities industry.

The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by executing the certificate of authentication on any Bond, and by such execution the Bond Registrar shall be deemed to have certified to the City that it has all requisite power to accept and has accepted such duties and obligations not only with respect to the Bond so authenticated but with respect to all the Bonds. The Bond Registrar is the agent of the City and shall not be liable in connection with the performance of its duties except for its own negligence, willful wrongdoing, acts, or omissions. The Bond Registrar shall, however, be responsible for any representation in its certificate of authentication on the Bonds. The City may remove the Bond Registrar at any time. In case at any time the Bond Registrar shall resign, shall be removed, shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Bond Registrar or of the property thereof shall be appointed, or if any public officer shall take charge or control of the Bond Registrar or of the property or affairs thereof, the City covenants and agrees that it will thereupon appoint a successor Bond Registrar. The City shall give notice of any such appointment made by it to each registered owner of any Bond within twenty days after such appointment by notification in a manner similar to a material events notice as provided in its Continuing Disclosure Undertaking. Any Bond Registrar appointed under the provisions of this Section shall be a bank, trust company, or national banking association maintaining an office for registration, transfer, and payment of bonds in Chicago, Illinois, or in New York, New York having capital, surplus, and undivided profit in excess of \$100,000,000. The Clerk is hereby directed to file a certified copy of this Ordinance with the Bond Registrar.

*Section 21. Taxes Previously Levied.* The taxes previously levied to pay principal of and interest on the Refunded Bonds for the years 2012 and subsequent, to the extent such principal and interest is provided for from the proceeds of the Bonds or otherwise as hereinabove described, shall be abated. The filing of a certificate or certificates of abatement with the County Clerk shall constitute authority and direction for the County Clerk to make such abatement. The taxes so levied for the Refunded Bonds for the years 2011 and preceding, which have been or are to be collected, and subject to use of same as may be required by the Code in assuring the Tax-exempt status of the Refunded Bonds and the Bonds, shall be applied to the payment either of the Refunded Bonds for which collected or to the payment of the Bonds.

*Section 22. Municipal Bond Insurance.* In the event the payment of principal of and interest on the Bonds is insured pursuant to a municipal bond insurance policy (a "*Municipal Bond Insurance Policy*") issued by a bond insurer (a "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the City and the Bond Registrar agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer when holding Bonds, amendment hereof, or other terms, as approved by any of the Designated Officials on advice of counsel, his, her or their approval to constitute full and complete acceptance by the City of such terms and provisions under authority of this Section.

*Section 23. Defeasance.* Any Bond or Bonds (a) which are paid and cancelled, (b) which have matured and for which sufficient sums been deposited with a bank or trust company authorized to keep trust accounts to pay all principal and interest due thereon, or (c) for which sufficient funds and Defeasance Obligations have been deposited with the Bond Registrar or similar institution to pay, taking into account investment earnings on such obligations, all principal of and interest on such Bond or Bonds when due at maturity or as called for

redemption, pursuant to an irrevocable escrow or trust agreement, (such Bonds as described in this clause (c) being “*Defeased Bonds*”) shall cease to have any lien on or right to receive or be paid from the Ad Valorem Property Taxes levied hereunder and shall no longer have the benefits of any covenant for the registered owners of outstanding Bonds as set forth herein as such relates to lien and security of the outstanding Bonds. All covenants relative to the tax-exempt status, payment, registration, transfer, and exchange of the Bonds are expressly continued whether outstanding Bonds or not. For purposes of this Section, “*Defeasance Obligations*” means (i) noncallable, non-redeemable direct and general full faith and credit obligations of the United States Treasury (“*Directs*”), (ii) certificates of participation or trust receipts in trusts comprised wholly of Directs or (iii) other noncallable, non-redeemable obligations unconditionally guaranteed as to timely payment by the United States Treasury.

*Section 24. Severability.* If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

*Section 25. Publication of Ordinance.* A full, true and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the Corporate Authorities.

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*Section 26. Superseder and Effective Date.* All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately as provided by law.

ADOPTED: June 18, 2012

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

\_\_\_\_\_

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

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

Approved: June \_\_, 2012

\_\_\_\_\_  
Mayor, City of Darien,  
DuPage County, Illinois

Recorded in the City Records on June 18, 2012.



Published in pamphlet form by authority of the City Council on June \_\_, 2012

ATTEST:

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City Clerk, City of Darien,  
DuPage County, Illinois

**EXHIBIT A**  
**ESCROW AGREEMENT**

**EXHIBIT B**

**CONTINUING DISCLOSURE UNDERTAKING**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

**CERTIFICATION OF AGENDA, MINUTES AND ORDINANCE**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Darien, DuPage County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “Corporate Authorities”) thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the Corporate Authorities held on the 18th day of June 2012 insofar as the same relates to the adoption of an ordinance, numbered \_\_\_\_\_ entitled:

AN ORDINANCE providing for the issuance of \$ \_\_\_\_\_ General Obligation Refunding Bonds, Series 2012, of the City of Darien, DuPage County, Illinois, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

(the “Ordinance”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda (the “Agenda”) for the Meeting was posted at the location where the Meeting was held and at the principal office of the Corporate Authorities at least 48 hours in advance of the holding of the Meeting and also not later than 5:00 p.m.

on **Friday, June 15, 2012**; that the Agenda remained continuously posted until the adjournment of the Meeting; that the Agenda contained a separate specific item concerning the proposed adoption of the Ordinance; **that a true, correct and complete copy of the Agenda as so posted is attached to this certificate**; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Corporate Authorities in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this \_\_\_\_\_ day of June 2012.

[SEAL]

---

City Clerk

[Attachments: Minutes, Ordinance, Posted Agenda]

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

**CERTIFICATE OF PUBLICATION IN PAMPHLET FORM**

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Darien, DuPage County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “Corporate Authorities”) thereof.

I do further certify that on the \_\_\_\_ day of June 2012 there was published in pamphlet form, by authority of the Corporate Authorities, a true, correct, and complete copy of Ordinance Number \_\_\_\_\_ of the City entitled:

AN ORDINANCE providing for the issuance of \$\_\_\_\_\_ General Obligation Refunding Bonds, Series 2012, of the City of Darien, DuPage County, Illinois, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

as adopted by the Corporate Authorities on the 18th day of June 2012 and providing for the issuance of \$\_\_\_\_\_ General Obligation Refunding Bonds, Series 2012, of the City and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this \_\_\_\_ day of June 2012.

\_\_\_\_\_  
City Clerk

[SEAL]

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

**CERTIFICATE OF FILING**

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of DuPage, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_ 2012 there was filed in my office a duly certified copy of an ordinance numbered \_\_\_\_\_ and entitled:

AN ORDINANCE providing for the issuance of \$\_\_\_\_\_ General Obligation Refunding Bonds, Series 2012, of the City of Darien, DuPage County, Illinois, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

duly adopted by the City Council of City of Darien, DuPage County, Illinois, on the 18th day of June 2012, and approved by the Mayor, and that the same has been deposited in (and all as appearing from) the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of The County of DuPage, Illinois, at Wheaton, Illinois, this \_\_\_\_ day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
County Clerk of  
The County of DuPage, Illinois

[SEAL]

EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Darien, DuPage County, Illinois, held at the City Hall, located at 1702 Plainfield Road, in the City, at 7:30 p.m., on the 18th day of June 2012.

The Mayor called the meeting to order and directed the City Clerk to call the roll. Upon the roll being called, Kathleen A. Weaver, the Mayor, being physically present at such time and place, and the following Aldermen, being physically present at such time and place, answered present: \_\_\_\_\_

The following Aldermen were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: \_\_\_\_\_

No Alderman was denied permission to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: \_\_\_\_\_

There being a quorum present, the City Council conducted various business.

\* \* \* \* \*

The City Council then discussed a proposed bond refunding for the City and considered an ordinance providing for the issuance of \$\_\_\_\_\_ General Obligation Refunding Bonds, Series 2012, of the City, and providing for the levy and collection of a direct annual tax for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.



Thereupon, the Mayor presented an ordinance entitled:

AN ORDINANCE providing for the issuance of \$\_\_\_\_\_ General Obligation Refunding Bonds, Series 2012, of the City of Darien, DuPage County, Illinois, and providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and further providing for the execution of an escrow agreement in connection with such issuance.

(the "*Bond Ordinance*").

Alderman \_\_\_\_\_ moved and Alderman \_\_\_\_\_ seconded a motion that the Bond Ordinance as presented be adopted.

A discussion of the matter followed. During the discussion, the City Administrator gave a public recital of the nature of the matter, which included a reading of the title of the Bond Ordinance and statements (1) that the Bond Ordinance provided for the issuance of general obligation refunding bonds for the purpose of refunding certain outstanding general obligation corporate purpose bonds for debt service savings, (2) that the bonds are issuable without referendum pursuant to the laws of the State of Illinois, (3) that the Bond Ordinance provides for the levy of taxes to pay the bonds and approves a form of escrow agreement to accomplish the refunding, and (4) that the Bond Ordinance provides many details for the bonds, including tax-exempt status covenants, terms and form of the bonds, and appropriations.

The Mayor directed that the roll be called for a vote upon the motion to adopt the Bond Ordinance.

Upon the roll being called, the following Aldermen voted

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

\_\_\_\_\_

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

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

Whereupon the Mayor declared the motion carried and the Bond Ordinance adopted, and henceforth did approve and sign the same in open meeting and did direct the City Clerk to record the same in full in the records of the City Council of the City of Darien, DuPage County, Illinois.

\* \* \* \* \*

Other business was duly transacted at said meeting.

\* \* \* \* \*

Upon motion duly made and carried, the meeting adjourned.

\_\_\_\_\_  
City Clerk