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PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

June 20, 2022

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [June 6, 2022](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [22-23-04](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**

15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to Approve:
 - August 11th, 12th, 13th and 14th as the date for the Darien Chamber of Commerce to Hold the [Darien Fest 2022](#) Celebration at Darien Plaza Parking Lot
 - Providing Police Protection for the Darien Fest 2022 as Per Attached Agreement
 - B. Consideration of a Motion to Approve a Resolution Approving [an Amendment to Personnel Rules Covering Non-Union Employees – Section 6.15 – Pay Plan](#)
 - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Collective Bargaining Agreement Between the [Metropolitan Alliance of Police \(Map\) Darien Chapter #48](#) unit "B" - Sworn Employees and the City of Darien(May 1, 2022 through April 30, 2026)
17. New Business
 - A. Consideration of a Motion to Approve a Resolution Accepting a Storm Sewer Easement from the Following Properties: [8422 Carriage Green Drive](#) 09-33-301-003
 - B. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and the City Clerk to Execute an [Intergovernmental Agreement for the Reciprocal Reporting](#) of Criminal Offenses Committed by Students Between the Board of Education of Hinsdale Township High School District No. 86 and the City of Darien
 - C. Consideration of a Motion to Approve a Resolution Accepting a Proposal from EJ Equipment, Inc., for a [Lease Agreement of a Vector Truck for Hydro Excavation](#) at Various Locations throughout the City for Buffalo Box Repairs During the Meter Replacement Program, at the Proposed Unit Price and not to Exceed \$72,000
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

EXECUTIVE SESSION – COLLECTIVE BARGAINING SECTION 2(C)(2) OF THE & PERSONNEL SECTION 2(C)(1) OF THE OPEN MEETINGS ACT

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to go into Executive Session for the purpose of discussion of Collective Bargaining Section 2(C)(2) & Personnel Section 2(C)(1) of the Open Meetings Act at 7:01 P.M.

Roll Call: Ayes: Belczak, Gustafson, Schauer, Sullivan, Vaughan
 Nays: None
 Absent: Chlystek, Kenny
 Results: Ayes 5, Nays 0, Absent 2
MOTION DULY CARRIED

It was moved by Alderman Schauer and seconded by Alderman Gustafson to adjourn Executive Session.

Roll Call: Ayes: Belczak, Gustafson, Schauer, Sullivan, Vaughan
 Nays: None
 Absent: Chlystek, Kenny
 Results: Ayes 5, Nays 0, Absent 2
MOTION DULY CARRIED

Executive Session adjourned at 7:22 p.m.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

June 6, 2022

7:30 P.M.

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 Marchese.

2. **PLEDGE OF ALLEGIANCE**

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

3. **ROLL CALL** — The Roll Call of Aldermen by Elizabeth Lahey, Recording Secretary was as follows:

Present:	Thomas J. Belczak	Mary Coyle Sullivan
	Eric K. Gustafson	Lester Vaughan
	Ted V. Schauer	

Absent: Thomas M. Chlystek
Joseph A. Kenny

Also in Attendance: Joseph Marchese, Mayor
Elizabeth Lahey, Recording Secretary
Michael J. Coren, City Treasurer
Bryon Vana, City Administrator
Greg Thomas, Chief of Police
Daniel Gombac, Director of Municipal Services

4. **DECLARATION OF A QUORUM** – There being five aldermen present, Mayor Marchese declared a quorum.

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

There were none.

6. **APPROVAL OF MINUTES** – May 16, 2022

It was moved by Alderman Belczak and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of May 16, 2022.

Roll Call: Ayes: Belczak, Gustafson, Schauer, Sullivan, Vaughan

Abstain: None

Nays: None

Absent: Chlystek, Kenny

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Sullivan:

- Received communication from Andrew Kelly regarding the Vape Shop in Brookhaven; staff will prepare a response.
- Reported that signs have been placed on North Frontage Road.

8. **MAYORS REPORT**

Mayor Marchese shared that he had the opportunity to work with Mary Anderson from Lace School on a school government project. He stated that he received 27 beautiful thank you letters from the students.

Mayor Marchese shared that he attended an event at the Morton Arboretum for Burr Ridge and Naperville Schools announcing the state rock. He reported that Governor Pritzker was in attendance.

Mayor Marchese announced the summer Concert Series.

9. **CITY CLERK'S REPORT**

There was no report.

10. **CITY ADMINISTRATOR'S REPORT**

City Administrator Vana reported that Item A on the Consent Agenda is for Home Run Inn Pizza. He stated that it is great to see and a good indication that businesses are having success.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – Mayor Marchese reported that Alderman Gustafson asked for a report on how to handle situations such as the Uvalde incident.

Chief Thomas provided a detailed overview on how the Police and Fire departments respond to incidents. He reported that 911 calls are answered at DuComm and dispatched to the Police and Fire. Chief Thomas reported that officers receive scenario training and that school officials get trained annually.

B. MUNICIPAL SERVICES

Director Gombac reported on the Meter Kick Off Program.

Treasurer Coren questioned if the program included the unincorporated areas.

Director Gombac reported that the unincorporated areas were also in the program.

Alderman Gustafson questioned if staff has researched a phone App to monitor the meter once the program is completed.

Director Gombac reported that staff has researched an App and that they will gauge interest. He reported that the App cost is approximately \$1,000 per year.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 21-22-27

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to approve payment of Warrant Number 21-22-27 in the amount of \$47,919.61 from the enumerated funds for a total to be approved of \$47,919.61.

Roll Call: Ayes: Belczak, Gustafson, Schauer, Sullivan, Vaughan

Nays: None

Absent: Chlystek, Kenny

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

B. WARRANT NUMBER 22-23-03

It was moved by Alderman Schauer and seconded by Alderman Vaughan to approve payment of Warrant Number 21-22-03 in the amount of \$899,250.35 from the enumerated funds, and \$531,684.74 from payroll funds for the periods ending 5/19/22 and 6/2/22 for a total to be approved of \$1,430,935.09.

Roll Call: Ayes: Belczak, Gustafson, Schauer, Sullivan, Vaughan

Nays: None

Absent: Chlystek, Kenny

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Alderwoman Sullivan announced that there will not be a July Administrative/Finance Committee meeting. She reported that the next Economic Development Committee meeting will be on June 23, 2022 at 7:00 P.M.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for June 27, 2022 at 6:00 P.M.

Police Committee – No Report

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

- A. **ORDINANCE NO. O-11-22** AN ORDINANCE APPROVING A VARIATION FROM THE DARIEN ZONING ORDINANCE (PZC2022-01: 7521 LEMONT ROAD)

- B. **RESOLUTION NO. R-42-22** A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF A NEW SECORR C200 LEAK CORRELATOR FROM EDENBROS, LLC IN AN AMOUN NOT TO EXCEED \$11,238.00.

- C. **CONSIDERATION OF A MOTION TO APPROVE THE EXPENDITURE OF BUDGETED FUNDS TO PURCHASE AMMUNITION FROM KIESLER'S POLICE SUPPLY IN THE AMOUNT OF \$18,753.60.**

Roll Call: Ayes: Belczak, Gustafson, Schauer, Sullivan, Vaughan

Nays: None

Absent: Chlystek, Kenny

Results: Ayes 5, Nays 0, Absent 2
MOTION DULY CARRIED

17. **NEW BUSINESS**

There was no New Business.

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

There were none.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:20 P.M.

Mayor

Recording Secretary

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 6-6-22. Minutes of 6-6-22 CCM.

DRAFT

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
June 20, 2022**

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			\$96,321.15
Water Fund			\$414,481.30
Motor Fuel Tax Fund			\$1,435.12
Water Depreciation Fund			\$195,802.00
Special Service Area Tax Fund			
Stormwater Management Fund			\$11,020.00
E-Citation Fund			
Capital Improvement Fund			101,426.68
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund			
DUI Technology Fund			
		Subtotal:	<u>\$820,486.25</u>
General Fund Payroll	06/16/22	\$	254,293.53
Water Fund Payroll	06/16/22	\$	24,636.47
		Subtotal:	<u>\$ 278,930.00</u>
Total to be Approved by City Council:			<u>\$ 1,099,416.25</u>

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 6/7/2022 Through 6/20/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ACCURATE EMPLOYMENT SCREENING	BACKGROUND CHECKS FOR APPLICANTS & SOLICITORS	AP062022	4219	Liability Insurance	347.00
AIS	CLOUD HOSTING- JUNE 2022	AP062022	4325	Consulting/Professional	20.00
AIS	CLOUD HOSTING- MAY 2022	AP062022	4325	Consulting/Professional	20.00
CHASE CARD SERVICES	ZOOM SUBSCRIPTION	AP062022	4213	Dues and Subscriptions	14.99
CHASE CARD SERVICES	TRIBUNE SUBSCRIPTION	AP062022	4213	Dues and Subscriptions	7.96
CHASE CARD SERVICES	INTERNET FOR PUBLIC WORKS	AP062022	4267	Telephone	217.78
CHASE CARD SERVICES	REPLENISH IPASS	AP062022	4273	Vehicle (Gas and Oil)	40.00
CHRONICLE MEDIA LLC	LEGAL NOTICE: VARIATION -2013 75TH STREET	AP062022	4221	Legal Notices	99.75
COMCAST	SIP SERVICE -MAY 2022	AP062022	4267	Telephone	464.63
COMCAST BUSINESS	FAX MACHINE- 1702 PLAINFIELD RD	AP062022	4267	Telephone	58.08
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR CITY HALL	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	37.36
GOVTEMPSUSA LLC	VANA (5-22-22)	AP062022	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (5-29-22)	AP062022	4325	Consulting/Professional	3,415.38
MUNIWEB	WEBSITE MAINTENANCE- MAY 2022	AP062022	4325	Consulting/Professional	482.00
NICOR GAS	NICOR 82541110001 1702 PLAINFIELD RD	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	203.80
OCCUPATIONAL HEALTH CENTER	PRE-EMPLOYMENT DRUG SCREEN	AP062022	4219	Liability Insurance	66.00
OFFICE DEPOT	OFFICE SUPPLIES FOR CITY HALL	AP062022	4253	Supplies - Office	54.07
OFFICE DEPOT	OFFICE SUPPLIES FOR CITY HALL	AP062022	4253	Supplies - Office	196.78

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 6/7/2022 Through 6/20/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
OFFICE DEPOT	RED MARKERS FOR CITY PLANNER	AP062022	4253	Supplies - Office	9.49
OFFICE DEPOT	BANKERS BOXES FOR PW and TAPE DISP FOR CITY PLANNER	AP062022	4253	Supplies - Office	7.19
PEERLESS NETWORK	POTS LINES	AP062022	4267	Telephone	145.57
QUADIENT FINANCE USA INC	POSTAGE FOR POSTAGE MACHINE	AP062022	4233	Postage/Mailings	430.00
QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE	AP062022	4243	Rent - Equipment	375.00
STAPLES BUSINESS ADVANTAGE	OFFICE AND JANITORIAL SUPPLIES FOR CH	AP062022	4253	Supplies - Office	102.43
VERIZON WIRELESS	VERIZON WIRELESS (4-24-22 thru 5-23-22)	AP062022	4267	Telephone	1,293.62
				Total Administration	11,524.26

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 6/7/2022 Through 6/20/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
IL STATE POLICE	LIQUOR LICENSE FINGERPRINTING- JOHN M KING (Chuck E Cheese)	AP062022	4205	Boards and Commissions	28.25
				Total City Council	28.25

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 6/7/2022 Through 6/20/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	ENGINEERING SERVICES- 2305 SOKOL CT	AP062022	4328	Const/Prof Reimbursable	630.00
CHRISTOPHER B. BURKE ENG, LTD	REVIEW REVISED PLANS- PERMEABLE DRIVEWAY -2941 87TH ST	AP062022	4328	Const/Prof Reimbursable	394.00
CODE ENFORCEMENT REPRESENTATIV	CODE ENFORCEMENT-MAY 2022	AP062022	4325	Consulting/Professional	994.00
ELEVATOR INSPECTION SERVICE CO	RE-INSPECTION -ST JOHN LUTHERAN CHURCH -7214 S CASS	AP062022	4328	Const/Prof Reimbursable	25.00
QUADIENT FINANCE USA INC	POSTAGE FOR POSTAGE MACHINE	AP062022	4235	Printing and Forms	10.00
				Total Community Development	2,053.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/7/2022 Through 6/20/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIR ONE EQUIPMENT, INC.	WATERDOG PARTS	AP062022	4225	Maintenance - Equipment	66.08
ALTORFER INDUSTRIES INC	REPAIR FOR 205	AP062022	4229	Maintenance - Vehicles	7,926.35
AMBER MECHANICAL CONTRACTORS	EMERGENCY REPAIRS	AP062022	4223	Maintenance - Building	3,332.71
BUTTREY RENTAL SERVICES, INC.	RENTAL EQUIPMENT	AP062022	4225	Maintenance - Equipment	220.00
CASE LOTS, INC.	KEYS FOR PW	AP062022	4223	Maintenance - Building	373.80
CHASE CARD SERVICES	HAND SOAP FOR POLICE DEPT	AP062022	4223	Maintenance - Building	14.88
CHASE CARD SERVICES	REVERSED TRANSACTION TO REMOVE TAX- HAND SOAP FOR PD	AP062022	4223	Maintenance - Building	(16.07)
CHASE CARD SERVICES	LYSOL WIPES FOR POLICE DEPT	AP062022	4223	Maintenance - Building	10.94
CHASE CARD SERVICES	EQUIPMENT RENTAL	AP062022	4243	Rent - Equipment	875.00
CHASE CARD SERVICES	RECERTIFICATION - ARBORIST JOHN CARR	AP062022	4265	Travel/Meetings	120.00
CHASE CARD SERVICES	CELL PHONE ACCESSORIES	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	142.87
CHASE CARD SERVICES	CELL PHONE ACCESSORIES	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	13.98
CINTAS #769	MATT RENTAL- POLICE DEPT	AP062022	4223	Maintenance - Building	56.89
CINTAS #769	MATT RENTAL- CITY HALL	AP062022	4223	Maintenance - Building	47.07
CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO ABATEMENT- (Payment 3 of 4)	AP062022	4365	Mosquito Abatement	10,425.00
CLEAN SWEEP	STREET SWEEPING- MAY 2022	AP062022	4373	Street Sweeping	5,612.00
DUPAGE COUNTY PUBLIC WORKS	PUBLIC WORKS SEWER BILL	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	31.28
EJ EQUIPMENT, INC.	SERVICE PARTS	AP062022	4229	Maintenance - Vehicles	501.42
EJ EQUIPMENT, INC.	SERVICE PARTS	AP062022	4229	Maintenance - Vehicles	704.69

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/7/2022 Through 6/20/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ETERNALLY GREEN	SECT 1 -75TH ST & MEDIANS (Plainfield//Cass)	AP062022	4350	Forestry	2,420.00
ETERNALLY GREEN	SECT II-A City Hall and Police Dept	AP062022	4350	Forestry	29.00
ETERNALLY GREEN	SECT II-B Public Works Facility	AP062022	4350	Forestry	67.50
ETERNALLY GREEN	SECT III - Basins	AP062022	4350	Forestry	1,280.00
ETERNALLY GREEN	SECT IV -A 75th St Landscape Beds	AP062022	4350	Forestry	95.00
ETERNALLY GREEN	SECT IV- B Roadside Entrance Signs	AP062022	4350	Forestry	100.00
ETERNALLY GREEN	SECT IV -C Clock Tower Turf Area	AP062022	4350	Forestry	40.00
ETERNALLY GREEN	SECT IV -C Clock Tower Mulch Beds	AP062022	4350	Forestry	75.00
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN	AP062022	4219	Liability Insurance	47.47
FLEETPRIDE	REPAIR PARTS #105	AP062022	4229	Maintenance - Vehicles	23.88
FLEETPRIDE	REPAIR PARTS #502	AP062022	4229	Maintenance - Vehicles	67.75
FORESTRY SUPPLIERS, INC.	CHAINSAW CHAPS	AP062022	4219	Liability Insurance	242.85
FORESTRY SUPPLIERS, INC.	LAPTOP MOUNT	AP062022	4229	Maintenance - Vehicles	283.23
FOSTER'S TRUCK REPAIR	REPAIRS	AP062022	4219	Liability Insurance	403.00
HOME DEPOT	TOOLS, SUPPLIES FOR MAINTENANCE /OPERATIONS	AP062022	4223	Maintenance - Building	564.21
HOME DEPOT	TOOLS, SUPPLIES FOR MAINTENANCE /OPERATIONS	AP062022	4257	Supplies - Other	383.93
HOME DEPOT	TOOLS, SUPPLIES FOR MAINTENANCE /OPERATIONS	AP062022	4259	Small Tools & Equipment	69.94
JC LANDSCAPING/TREE SERVICE	DRAINAGE PROJECT- 1501 NORMAN DR	AP062022	4374	Drainage Projects	7,515.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/7/2022 Through 6/20/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
JC LANDSCAPING/TREE SERVICE	DRAINAGE PROJECT-8422 CARRIAGE GREEN DR	AP062022	4374	Drainage Projects	6,820.00
JX ENTERPRISES INC	REPAIR PARTS FOR 108	AP062022	4229	Maintenance - Vehicles	124.19
LAKWOOD PAVING COMPANY	LANDSCAPE MAINTENANCE 5-31-22	AP062022	4223	Maintenance - Building	1,368.47
LAKWOOD PAVING COMPANY	LANDSCAPE MAINTENANCE 5-31-22	AP062022	4350	Forestry	5,236.36
LINDCO EQUIPMENT SALES, INC.	PUMP FOR 103	AP062022	4229	Maintenance - Vehicles	4,906.74
McMASTER-CARR	BANNER SUPPLIES	AP062022	4257	Supplies - Other	196.75
MONROE TRUCK EQUIPMENT	EMERG PURCHASE- SNOW PLOW CYLINDER	AP062022	4229	Maintenance - Vehicles	1,645.42
NAPA AUTO PARTS	OIL DRY FOR SHOP	AP062022	4229	Maintenance - Vehicles	37.66
NICOR GAS	NICOR 90841110001 1041 S FRONTAGE RD	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	413.89
OCCUPATIONAL HEALTH CENTERS	RANDOM BAT TEST	AP062022	4219	Liability Insurance	108.00
ODYSSEY GROUP LLC	STOP SIGNS AND SLOW SIGNS	AP062022	4257	Supplies - Other	470.00
OFFICE DEPOT	BANKERS BOXES FOR PW and TAPE DISP FOR CITY PLANNER	AP062022	4253	Supplies - Office	201.00
OREILLY AUTOMOTIVE, INC.	SEAT CUSHION	AP062022	4225	Maintenance - Equipment	37.99
PIRTEK	REPAIR PARTS FOR 204	AP062022	4229	Maintenance - Vehicles	582.40
PIRTEK O'Hare	REPAIR PARTS FOR 205	AP062022	4229	Maintenance - Vehicles	246.24
QUADIENT FINANCE USA INC	POSTAGE FOR POSTAGE MACHINE	AP062022	4233	Postage/Mailings	110.00
ROYAL OAK LANDSCAPING INC	MOWING- PINE PARKWAY	AP062022	4350	Forestry	162.00
SCHOMIG LAND SURVEYORS LTD.	PLAT OF EASEMENT- 8422 CARRIAGE GREEN DR	AP062022	4325	Consulting/Professional	750.00
SCHOMIG LAND SURVEYORS LTD.	LAND SURVEY 1813 71ST STREET	AP062022	4325	Consulting/Professional	575.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/7/2022 Through 6/20/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
STAPLES BUSINESS ADVANTAGE	OFFICE AND JANITORIAL SUPPLIES FOR CH	AP062022	4223	Maintenance - Building	47.35
TRUCK PRO	REPAIR PARTS	AP062022	4229	Maintenance - Vehicles	211.07
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES- POLICE DEPT	AP062022	4223	Maintenance - Building	158.95
UNIQUE PRODUCTS & SERVICE CORP	TRASH LINERS	AP062022	4223	Maintenance - Building	59.75
UNIQUE PRODUCTS & SERVICE CORP	TOILET TISSUE FOR POLICE DEPT	AP062022	4223	Maintenance - Building	59.75
VULCAN CONSTRUCTION MATERIALS	STONE 5-17 THRU 5-23-22 TRUCK/DUMP FEES	AP062022	4257	Supplies - Other	1,500.00
WILLOWBROOK FORD, INC.	REPAIR //SERVICE FOR 404	AP062022	4229	Maintenance - Vehicles	953.30
XBE CHICAGO	YARD CLEAN UP	AP062022	4257	Supplies - Other	<u>2,185.00</u>
				Total Public Works, Streets	73,333.93

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/7/2022 Through 6/20/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
BAZOS FREEMAN LLC	ADMIN TOW HEARINGS- MAY 2022	AP062022	4219	Liability Insurance	250.00
CHASE CARD SERVICES	CYANOCRYLATE FOR EVIDENCE ROOM	AP062022	4217	Investigation and Equipment	75.54
CHASE CARD SERVICES	FUJITSUE TABLET REPAIR (2) D2 and D36	AP062022	4225	Maintenance - Equipment	230.00
CHASE CARD SERVICES	STATIONARY-AWARD PAPER-ENVELOPES	AP062022	4225	Maintenance - Equipment	55.66
CHASE CARD SERVICES	BATTERY FOR FUJITSU TABLET - D11	AP062022	4225	Maintenance - Equipment	76.28
CHASE CARD SERVICES	FLOWERS FOR NEW OFFICER CEREMONY	AP062022	4239	Public Relations	19.99
CHASE CARD SERVICES	STAPLES AND PENS FOR POLICE DEPT	AP062022	4253	Supplies - Office	29.80
CHASE CARD SERVICES	NOTE PADS FOR POLICE DEPT	AP062022	4253	Supplies - Office	18.12
CHASE CARD SERVICES	RED DOT PISTOL CLASS- STUTTE	AP062022	4263	Training and Education	419.01
CHASE CARD SERVICES	RED DOT PISTOL CLASS -STUTTE -CANCELLED	AP062022	4263	Training and Education	(419.01)
CHASE CARD SERVICES	ALICE INSTRUCTOR TRAINING- SRO VERSIS	AP062022	4263	Training and Education	749.00
CHASE CARD SERVICES	GRANOLA BARS- MEETINGS	AP062022	4265	Travel/Meetings	10.60
CHASE CARD SERVICES	BOTTLED WATER- MEETINGS	AP062022	4265	Travel/Meetings	11.96
CHASE CARD SERVICES	SUGAR FOR COFFEE/MEETINGS	AP062022	4265	Travel/Meetings	7.78
CHASE CARD SERVICES	INTERNET FOR POLICE DEPT	AP062022	4267	Telephone	289.70
CHRISTINE CHARKEWYCZ	PROSECUTION FEES- MAY 2022	AP062022	4219	Liability Insurance	1,000.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/7/2022 Through 6/20/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DUPAGE COUNTY ANIMAL CONTROL	CORRECTED INVOICE- PREV PAYMENT CHECK 059476 SHREDDED	AP062022	4201	Animal Control	150.00
DUPAGE COUNTY ANIMAL CONTROL	CREDIT FOR VOIDED CK 059476	APCREDIT061...	4201	Animal Control	(165.00)
GREG THOMAS	REIMBURSEMENT- FLIGHT TO DALLAS FOR IACP CONFERENCE	AP062022	4265	Travel/Meetings	133.30
KING CAR WASH	CAR WASHES- MAY 2022	AP062022	4229	Maintenance - Vehicles	274.00
NAPA AUTO PARTS	BRAKE SERVICES FOR PD	AP062022	4229	Maintenance - Vehicles	1,590.88
NAPA AUTO PARTS	FILTERS FOR PD	AP062022	4229	Maintenance - Vehicles	89.28
NICOR GAS	NICOR 82800010009 1710 PLAINFIELD RD	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,052.28
PETTY CASH	DRUG BURN SUPPLIES	AP062022	4217	Investigation and Equipment	26.95
PETTY CASH	DRUG BURN SUPPLIES	AP062022	4217	Investigation and Equipment	22.65
PETTY CASH	WATER FOR EVIDENCE HOOD	AP062022	4217	Investigation and Equipment	2.87
PETTY CASH	KEYS FOR FTO	AP062022	4217	Investigation and Equipment	4.80
PETTY CASH	WOOD FOR DRUG BURN	AP062022	4217	Investigation and Equipment	29.06
PETTY CASH	WINDSHIELD GLUE- ARMORY SUPPLIES	AP062022	4217	Investigation and Equipment	9.22
PETTY CASH	EVIDENCE ROOM SUPPLIES	AP062022	4217	Investigation and Equipment	14.04
PETTY CASH	ARMORY SUPPLIES	AP062022	4217	Investigation and Equipment	9.16
PETTY CASH	BINS FOR EVIDENCE	AP062022	4217	Investigation and Equipment	6.91
QUADIENT FINANCE USA INC	POSTAGE FOR POSTAGE MACHINE	AP062022	4233	Postage/Mailings	450.00
RELIABLE FIRE & SECURITY	SWIPE CARDS FOR BUILDING ACCESS- POLICE DEPT	AP062022	4253	Supplies - Office	300.00
THOMSON REUTERS -	CLEAR SUBSCRIPTION- MAY 2022	AP062022	4217	Investigation and Equipment	383.31
VERIZON WIRELESS	VERIZON WIRELESS (4-24-22 thru 5-23-22)	AP062022	4267	Telephone	710.02

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/7/2022 Through 6/20/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
WEX BANK	GAS FOR POLICE DEPT	AP062022	4273	Vehicle (Gas and Oil)	153.55
WILLOWBROOK FORD, INC.	REPAIRS- D7	AP062022	4229	Maintenance - Vehicles	<u>1,310.00</u>
				Total Police Department	<u>9,381.71</u>
				Total General Fund	<u>96,321.15</u>

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/7/2022 Through 6/20/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALEXANDER CHEMICAL CORPORATION	CHLORINE	AP062022	4241	Quality Control	352.80
CASE LOTS, INC.	KEYS FOR PW	AP062022	4223	Maintenance - Building	373.80
CENTRAL SOD FARMS	SOD	AP062022	4231	Maintenance - Water System	246.00
CENTRAL SOD FARMS	SOD 5-23-22	AP062022	4231	Maintenance - Water System	348.00
CENTRAL SOD FARMS	SOD 5-20-22	AP062022	4231	Maintenance - Water System	378.00
CENTRAL SOD FARMS	SOD 5-23-22	AP062022	4231	Maintenance - Water System	348.00
CENTRAL SOD FARMS	SOD 5-24-22	AP062022	4231	Maintenance - Water System	698.00
CENTRAL SOD FARMS	SOD 5-20-22	AP062022	4231	Maintenance - Water System	348.00
CHASE CARD SERVICES	AWWA - WATER DEPT TRAINING- BEATTY	AP062022	4263	Training and Education	102.00
CHASE CARD SERVICES	CELL PHONE ACCESSORIES	AP062022	4267	Telephone	6.99
CHASE CARD SERVICES	CELL PHONE ACCESSORIES	AP062022	4267	Telephone	76.93
CINTAS #769	MATT RENTAL-PUBLIC WORKS	AP062022	4223	Maintenance - Building	25.00
COM ED	COM ED3118112014 - 2103 75TH ST	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	661.47
CONSTELLATION NEW ENERGY, INC.	0 LAKEVIEW & OAKLEY	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	22.76
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD RD	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,266.01
CONSTELLATION NEW ENERGY, INC.	67TH RIDGE	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	61.92
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	91.44
DUPAGE COUNTY PUBLIC WORKS	PUBLIC WORKS SEWER BILL	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	31.28
DUPAGE WATER COMMISSION	WATER PURCHASE -MAY 2022	AP062022	4340	DuPage Water Commission	394,897.30
ETERNALLY GREEN	SECT II A City Hall and Police Dept Fertilization	AP062022	4223	Maintenance - Building	29.00
ETERNALLY GREEN	SECT II B Public Works Facility Fertilization	AP062022	4223	Maintenance - Building	67.50
ETERNALLY GREEN	Fertilization of Water Plants	AP062022	4223	Maintenance - Building	190.00
GOLDY LOCKS, INC.	PW MANDOOR-SOUTHSIDE	AP062022	4223	Maintenance - Building	2,750.00

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/7/2022 Through 6/20/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
HOME DEPOT	TOOLS, SUPPLIES FOR MAINTENANCE /OPERATIONS	AP062022	4223	Maintenance - Building	142.53
HOME DEPOT	TOOLS, SUPPLIES FOR MAINTENANCE /OPERATIONS	AP062022	4231	Maintenance - Water System	469.67
INLAND ARTS & GRAPHICS	POSTAGE - WATER METER POSTCARDS	AP060922	4880	Water Meter Purchases	1,933.35
INLAND ARTS & GRAPHICS	WATER METER POSTCARDS	AP062022	4880	Water Meter Purchases	1,918.81
NICOR GAS	NICOR 23644110001 8600 LEMONT RD	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	171.80
NICOR GAS	NICOR 05002110004 1930 MANNING RD	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	173.99
NICOR GAS	NICOR 21710264942 1220 PLAINFIELD RD	AP062022	4271	Utilities (Elec,Gas,Wtr,Sewer)	58.66
OCCUPATIONAL HEALTH CENTERS	RANDOM BAT	AP062022	4219	Liability Insurance	108.00
RED WING SHOES	BOOTS- BEATTY	AP062022	4219	Liability Insurance	212.49
RED WING SHOES	BOOTS-BEUSSE	AP062022	4219	Liability Insurance	186.99
SHREVE SERVICES INC	DIRT FOR RESTORATIONS	AP062022	4231	Maintenance - Water System	320.00
SHREVE SERVICES INC	TOPSOIL	AP062022	4231	Maintenance - Water System	960.00
US GAS	CYLINDER RENTAL	AP062022	4231	Maintenance - Water System	102.00
VERIZON WIRELESS	VERIZON WIRELESS (4-24-22 thru 5-23-22)	AP062022	4267	Telephone	500.81
VULCAN CONSTRUCTION MATERIALS	STONE 5-17 THRU 5-23-22 TRUCK/DUMP FEES	AP062022	4231	Maintenance - Water System	2,850.00
				Total Public Works, Water	414,481.30
				Total Water Fund	414,481.30

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 6/7/2022 Through 6/20/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AEP ENERGY	3017243636 0 CASS AVE LITE N OF JAMES PETER CT	AP062022	4840	Street Lights	19.69
AEP ENERGY	3017243647 75THH ST LEGS STREET LGT/CASS	AP062022	4840	Street Lights	63.18
AEP ENERGY	3017243670 SW CORNER 75TH ST PLAINFIELD RD	AP062022-2	4840	Street Lights	369.66
AEP ENERGY	3017243658 S FRONTAGE E CASS	AP062022-2	4840	Street Lights	48.39
VULCAN CONSTRUCTION MATERIALS	STONE 5-24-22	AP062022	4245	Road Material	466.48
VULCAN CONSTRUCTION MATERIALS	STONE 5-27-22	AP062022	4245	Road Material	<u>467.72</u>
				Total MFT Expenses	1,435.12
				Total Motor Fuel Tax	<u>1,435.12</u>

CITY OF DARIEN
Expenditure Journal
Stormwater Management Fund
Native Plantings
From 6/7/2022 Through 6/20/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
BAXTER & WOODMAN INC	NATIVE PLANTING MONITORING (3 years) 74th St and Elm St	AP062022	4379	Stormwater Management Sp...	11,020.00
				Total Native Plantings	11,020.00
				Total Stormwater Management Fund	11,020.00

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 6/7/2022 Through 6/20/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CORE & MAIN	WATER METERS	AP062022	4390	Capital Improv-Infrastructure	8,500.00
CORE & MAIN	WATER METERS	AP062022	4390	Capital Improv-Infrastructure	186,912.00
ODYSSEY GROUP LLC	STORAGE UNITS	AP062022	4390	Capital Improv-Infrastructure	<u>390.00</u>
				Total Depreciation Expenses	<u>195,802.00</u>
				Total Water Depreciation Fund	<u>195,802.00</u>

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 6/7/2022 Through 6/20/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	TRUCKING- BENTLEY AVE (6-2-22 and 6-3-22)	AP062022	4376	Ditch Projects	2,460.00
119TH STREET MATERIALS	TRUCKING -CREST RD (5-17-22 thru 5-19-22)	AP062022	4376	Ditch Projects	1,886.00
119TH STREET MATERIALS	TRUCKING-CREST RD (5-24-22 and 5-27-22)	AP062022	4376	Ditch Projects	1,230.00
CHRISTOPHER B. BURKE ENG, LTD	DRAINAGE REVIEW-AILSWORTH / STEWERT	AP062022	4376	Ditch Projects	295.50
CHRISTOPHER B. BURKE ENG, LTD	79TH ST SIDEWALKS (CASS to STRATFORD PL)	AP062022	4380	Sidewalk Replacement Progr...	5,354.92
CHRISTOPHER B. BURKE ENG, LTD	CLARENDON HILLS RD SIDEWALKS-(67th to Plainfield Rd)	AP062022	4380	Sidewalk Replacement Progr...	11,983.60
CHRISTOPHER B. BURKE ENG, LTD	EMERG SERVICES-67TH AND CLARENDON HILLS RD	AP062022	4390	Capital Improv-Infrastructure	3,911.81
CORE & MAIN	BACKORDERED PIPE	AP062022	4376	Ditch Projects	1,924.80
VIAN CONSTRUCTION CO., INC.	CREST RD	AP062022	4376	Ditch Projects	22,967.00
VIAN CONSTRUCTION CO., INC.	DITCH PROJECT-BENTLEY OT	AP062022	4376	Ditch Projects	2,730.00
VIAN CONSTRUCTION CO., INC.	DITCH PROJECT-BENTLEY JUNE 2022	AP062022	4376	Ditch Projects	25,800.00
VULCAN CONSTRUCTION MATERIALS	STONE 5-17 THRU 5-23-22 CREST RD	AP062022	4376	Ditch Projects	6,500.05
XBE CHICAGO	DITCH PROJECT-BENTLEY 6-7-22	AP062022	4376	Ditch Projects	3,058.00
XBE CHICAGO	DITCH PROJECT-BENTLEY 6-6-22	AP062022	4376	Ditch Projects	2,725.00
XBE CHICAGO	DITCH PROJECT-BENTLEY 6-3-22	AP062022	4376	Ditch Projects	3,200.00
XBE CHICAGO	DITCH PROJECT-BENTLEY 6-2-22	AP062022	4376	Ditch Projects	3,100.00
XBE CHICAGO	DITCH PROJECT-BENTLEY 5-27-22	AP062022	4376	Ditch Projects	1,200.00

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 6/7/2022 Through 6/20/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
XBE CHICAGO	DITCH PROJECT- BENTLEY 5-27-22	AP062022	4376	Ditch Projects	1,100.00
				Total Capital Fund Expenditures	101,426.68
				Total Capital Improvement Fund	101,426.68
Report Total					820,486.25



ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/17	Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) \$3844.87- INCLUDING PAYMENTS RECEIVED	-3,844.87
05/25	EB RED DOT PISTOL TRA 8014137200 CA <i>PISTOL CLASS CANCELLED</i>	-419.01
05/02	EB RED DOT PISTOL TRA 801-413-7200 CA <i>PISTOL CLASS</i>	419.01
05/02	IN *ARROWHEAD SCIENTIFIC 913-8948388 KS <i>CYANOCRYLATE/ EVIDENCE</i>	75.54
05/03	Amazon.com*1Q76U76Q0 Amzn.com/bill WA <i>NOTE PADS</i>	18.12
05/06	FUJITSU PC 408-7649317 CA <i>TABLET (2), REPAIR D2 + D36</i>	230.00
05/10	AMZN Mktp US*1L7133BH1 Amzn.com/bill WA <i>STAPLES + PENS</i>	29.80
05/14	STAPLS7356793655000001 877-8267755 MI <i>ENVELOPES / STATIONARY</i>	55.66
05/21	COMCAST CHICAGO 800-COMCAST IL <i>INTERNET - POLICE DEPT</i>	289.70
05/20	NAVIGATE360 LLC 330-6610106 OH <i>SRO TRAINING - VERSIS</i>	749.00
05/26	AMZN Mktp US*1R1HR9QM0 Amzn.com/bill WA ROSE MARY GONZALEZ <i>TABLET BATTERY FOR DII</i> TRANSACTIONS THIS CYCLE (CARD 2755) \$1524.10	76.28
05/06	IN *3-D SERVICES 630-7740559 IL <i>EQUIPMENT RENTAL</i>	875.00
05/10	ZOOM.US 888-799-9666 WWW.ZOOM.US CA <i>SUBSCRIPTION</i>	14.99
05/12	ILLINOIS AWWA 866-5213595 IL <i>TRAINING - BETTY</i>	102.00
05/12	IL TOLLWAY-AUTOREPLENISH 800-824-7277 IL <i>REPLENISH I-PASS</i>	40.00
05/16	CHICAGO TRIB SUBSCRIPTIO 312-546-7900 IL <i>SUBSCRIPTION - CITY HALL</i>	7.96
05/18	ISA 678-367-0981 GA <i>CERTIFICATION - ARBORIST</i>	120.00
05/19	AMZN Mktp US*1L9PH1Q70 Amzn.com/bill WA <i>CELL PHONE ACCESSORIES</i>	20.97
05/19	AMZN Mktp US*1R1GW3IS1 Amzn.com/bill WA <i>INTERNET FOR PUBLIC WORKS</i>	219.80
05/22	COMCAST CHICAGO 800-COMCAST IL DANIEL GOMBAC TRANSACTIONS THIS CYCLE (CARD 8085) \$1618.50	217.78
05/24	WAL-MART #2215 DARIEN IL <i>BOTTLED WATER - MEETING</i> DAVID WIGGINS TRANSACTIONS THIS CYCLE (CARD 0600) \$11.96	11.96
05/10	WAL-MART #2215 DARIEN IL <i>REVERSE HAND SOAP - NO TAX</i>	-16.07
05/02	WAL-MART #2215 DARIEN IL <i>LYSOL WIPES</i>	10.94
05/02	JEWEL OSCO 0123 DARIEN IL <i>FLOWERS - NEW OFFICER</i>	19.99
05/09	WAL-MART #2215 DARIEN IL <i>REFRESHMENTS - MEETING</i>	10.60
05/10	WAL-MART #2215 DARIEN IL <i>HAND SOAP - POLICE DEPT</i>	14.88
05/09	JEWEL OSCO 0123 DARIEN IL <i>SUGAR - POLICE DEPT</i> JADE NIEDZWIEDZ TRANSACTIONS THIS CYCLE (CARD 4064) \$48.12	7.78

2022 Totals Year-to-Date

Total fees charged in 2022	\$0.00
Total interest charged in 2022	\$0.00

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

INTEREST CHARGES



Customer Service:
1-800-275-0863



Mobile: Download the
Chase Mobile® app today

June 2022						
S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

New Balance
\$3,202.68
Minimum Payment Due
\$640.00
Payment Due Date
06/24/22

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Previous Balance	\$3,844.87
Payment, Credits	-\$4,279.95
Purchases	+\$3,637.76
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	<u>\$0.00</u>
New Balance	\$3,202.68
Opening/Closing Date	05/03/22 - 06/02/22
Credit Limit	\$50,000
Available Credit	\$46,797
Cash Access Line	\$2,500
Available for Cash	\$2,500
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

AGENDA MEMO
CITY COUNCIL
Meeting Date: June 20, 2022

Issue Statement

Consideration of a Motion to Approve:

- August 11th, 12th, 13th and 14th as the date for the Darien Chamber of Commerce to Hold the Darien Fest 2022 Celebration at Darien Plaza Parking Lot
- Providing Police Protection for the Darien Fest 2022 as per [attached Agreement](#)

BACKUP

Background/History

As a part of the City's commitment to Darien Fest, the City provides police protection for the annual event. The Chamber will reimburse the City for any expenses relating to Police services in accordance with the Agreement

Staff/Committee Recommendation

As directed

Alternate Consideration

As directed

Decision Mode

This item will be on the June 20, 2022 City Council Agenda for formal consideration.



Darien Chamber of Commerce

YOUR CONNECTION TO BUSINESS SUCCESS

May 26, 2022

Joseph Marchese
Mayor of Darien
1702 Plainfield Road
Darien, IL 60561

Dear Mayor Marchese:

The Darien Chamber of Commerce is planning the 34th Annual Darien Fest Celebration to be held in the parking lot of the QBAR, 8109 S. Cass Ave. We hereby request authority to conduct said fest during the following times:

- Thursday (8/11) 6:00pm-10:00pm – “Darien Dayz” \$25 unlimited rides for Darien Residents
- Friday (8/12) 6:00pm – 10:00pm
- Saturday (8/13) 1:00 -10:00pm
- Sunday (8/14) 1:00pm – 9:00pm

We are also requesting Police protection for the Darien Fest 2022.

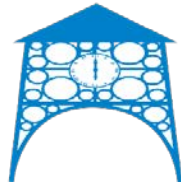
On behalf of the Darien Chamber of Commerce and the Board of Directors, thank you for your continued support of this annual community event.

Sincerely,

April Padalik

Executive Director
Darien Chamber of Commerce
Your Connection to Community!

1702 Plainfield Road
Darien, IL 60561
Phone: (630) 968-0004
Email: www.darienchamber.com



Darien Chamber of Commerce

YOUR CONNECTION TO COMMUNITY

June 13, 2022

Dear Mayor Marchese and Members of the City Council:

As the Darien Chamber of Commerce seeks permission to host the 34th Annual Darien Fest on Aug. 11th- 14th, 2022, we are also requesting the removal of the Reimbursement Agreement that was introduced long before the current Board and Administration and has been in effect for several years. This annual Community and Family event continues to grow in its success of bringing thousands to Darien and adds in the exposure and customer base of local businesses, along with the increase in tax revenues, (Amusement and Food & Beverage Taxes). Over the many years of Darien Fest, the Darien Chamber has donated FREE space to the many Not-for-Profit organizations such as The Darien Rotary, Darien VFW Memorial Post 2838, Darien Lions Club, Darien Women's Club, St. John Lutheran Church, and Lord of Life Church to name a few.

The chamber reminds the Council that we are a Not-for-Profit organization and receive no outside funding. This Chamber has struggled to exist especially during our recent pandemic. Our operating expenses are covered by and through chamber membership fees and fundraising events that are held to promote area business and aids in the tourism of visitors to the Darien community. We know that many other chambers are often not charged for community events because of the community benefits. Upon removal of the current Reimbursement Agreement, the chamber is open to a possible donation to the city or establishing a scholarship(s) for local high school(s).

On behalf of the Darien Chamber of Commerce Board of Directors, thank you for your consideration in this matter.

Sincerely,

April Padalik

Executive Director
Darien Chamber of Commerce
Your Connection to Community!

1702 Plainfield Road
Darien, IL 60561
Phone: (630) 968-0004
Email: www.darienchamber.com



**AGREEMENT BETWEEN THE CITY OF DARIEN
AND THE DARIEN CHAMBER OF COMMERCE – 2022 DARIEN FEST**

The City incurs certain expenses associated with the Darien Fest conducted by the Darien Chamber of Commerce. In order to offset the City's expenses the formula below will be used to determine the reimbursement amount the City will receive from the Chamber.

The Chamber will reimburse the City based on net profit made by the Chamber and the City's total expense including, but not limited to, employee overtime, outside contractor costs and materials such as barricade rentals. Net profit is the profit made by the Chamber after direct expenses have been deducted. No deduction is allowed for any allocated overhead items. Overhead items are those fixed Chamber expenses, including, but not limited to, regular salaries and other expenses that are incurred by the Chamber even if the fest did not occur.

REIMBURSEMENT FORMULA :

Chamber's Net profit	Reimbursement as a percentage of City costs	Reimbursement amount (example based on \$16,000 Darien Expenses) *
\$0 to \$19,999	15%	\$2,400
\$20,000	25%	\$4,000
\$25,000	30%	\$4,800
\$30,000	35%	\$5,600
\$35,000	40%	\$6,400
\$40,000	45%	\$7,200
\$45,000	50%	\$8,000
\$50,000	55%	\$8,800
\$55,000	60%	\$9,600
\$60,000	65%	\$10,400
\$70,000	70%	\$11,200
\$80,000	80%	\$12,800
\$90,000	90%	\$14,400
\$100,000	100%	\$16,000

* Actual reimbursement to be calculated after the Chamber's net profit and Darien expenses have been determined.

APPROVED:

City of Darien _____ Date _____

Chamber of Commerce _____ Date _____

AGENDA MEMO
City Council
June 20, 2022

ISSUE STATEMENT

**A RESOLUTION APPROVING AN AMENDMENT TO PERSONNEL RULES COVERING
NON-UNION EMPLOYEES – SECTION 6.15 – PAY PLAN**

RESOLUTION

BACKGROUND/HISTORY

The city personnel policy covers non-union employees. The personnel policy provides City of Darien employees with an explanation of the conditions, general personnel policies and practices pertaining to their employment. The employees covered by the personnel rules are at-will employees and the personnel policy does not constitute an employee contract.

This proposed amendment effects non-union employees who are eligible for Tier 1 pension benefits from the Illinois Municipal Retirement Fund (IMRF) upon retirement. IMRF plan members receive the maximum pension after earning 40 years of regular service credit. If you have 40 or more years of service credit, you can elect to stop making IMRF contributions, which also eliminates the city pension contribution of approximately 10% of the employee's pay. In summary, an employee who has reached the 40-year milestone can retire today at approximately 75% of their salary and the pension benefit will not increase if the employee stays longer with the city. Most members in IMRF do not accomplish the 40-year milestone.

The goal of the personnel policy amendment is to provide an incentive to retain employees who have hit their maximum pension benefits.

The revision is as follows:

SECTION 6. Pay Plan

- .15 IMRF Tier 1 regular plan members receive the maximum pension after earning 40 years of regular service credit. Tier 1 employees with 40 or more years of service credit can elect to stop making IMRF contributions. If an employee elects to stop contributions, and the city is no longer required to contribute to the employee's pension, an employee is eligible to receive 75% of the savings to the city. The total savings to the city is determined by calculating 10% of the employee's salary and merit pay when the city is no longer required to make the IMRF contribution on behalf of the employee. The total savings is based on the initial calculation and does not change. The savings will be distributed equally between each city pay period until employee's separation from employment.

STAFF RECOMMENDATION

Staff recommends approval of this amendment

ALTERNATE CONSIDERATION

As directed by the Mayor and City Council.

DECISION MODE

This item will be placed on the June 20, 2022 City Council agenda for consideration.



RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AMENDMENT TO PERSONNEL RULES
COVERING NON-UNION EMPLOYEES – SECTION 6.15 – PAY PLAN**

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

SECTION 1: The City Council of the City of Darien hereby authorizes an amendment to the city personnel rules covering non-union employees, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

SECTION 2: The amendment is effective retroactively to May 1, 2022.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 20th day of June, 2022**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 20th day of June, 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SECTION 6. Pay Plan

- .15 IMRF Tier 1 Regular plan members receive the maximum pension after earning 40 years of Regular service credit. Employee with 40 or more years of service credit can elect to stop making IMRF contributions. If an employee elects to stop contributions, and the city is no longer required to contribute to the employee's pension, an employee is eligible to receive 75% of the savings to the city. The total savings to the city is determined by calculating 10% of the employee's salary and merit pay when the city is no longer required to make the IMRF contribution on behalf of the employee. The total savings is based on the initial calculation and does not change. The savings will be distributed equally between each city pay period until employee's separation from employment.

AGENDA MEMO

**City Council
June 20, 2022**

ISSUE STATEMENT

A resolution authorizing the Mayor to execute a collective bargaining agreement (CBA) between the City of Darien and the Metropolitan Alliance of Police, Darien Police Chapter #48, May 1, 2022 through April 30, 2026.

RESOLUTION

BACKGROUND/HISTORY

The Darien Police Chapter #48 contacted the City of Darien after the previous agreement expired on April 30, 2022. Over the next several months, staff met and bargained with the police union and came to a tentative agreement. The tentative four year agreement includes:

Wages

Union members will receive wage increases of:

Year 1: 4.00% salary increase

Year 2: 3.00% salary increase If CPI-U 5% or higher 4% increase

Year 3: 3.00% salary increase If CPI-U 5% or higher 4% increase

Year 4: 3.00% salary increase If CPI-U 5% or higher 4% increase

Highlights

12-Hour Shifts added into CBA.

Officer in Charge (OIC) Pay 7% of a probationary sergeant's pay (\$4.50) increase from \$3.75

Detectives shall receive the Holiday Stipend that patrol officers currently receive.

Full sergeant's pay after one year versus 5 years.

Newly promoted sergeants have a one year minimum / two year maximum probationary period.

Uniform allowance increases \$50.00 a year for years 2, 3 & 4 of the CBA.

Veteran officers can be hired through a lateral officer hiring program versus traditional Civil Service process.

Ad hoc committee to review feasibility of a 115 Trust plan for health insurance.

Extra jobs now \$37.50 versus \$30.00

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the contract.

ALTERNATE CONSIDERATION

Not approving the contract is an alternate consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE
BARGAINING AGREEMENT BETWEEN
THE METROPOLITAN ALLIANCE OF POLICE (MAP)
DARIEN CHAPTER #48
UNIT "B" - SWORN EMPLOYEES
AND THE CITY OF DARIEN
(MAY 1, 2022 THROUGH APRIL 30, 2026)**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to Execute a Collective Bargaining Agreement between the City of Darien and the Metropolitan Alliance of Police, Darien Chapter #48, Unit "B" - Sworn Employees (May 1, 2022 through April 30, 2026), a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 20th day of June, 2022**

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 20th day of June, 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Negotiated Agreement Between The

**Metropolitan Alliance of Police
Darrien Police Chapter #48**

and the

City Of Darrien

05/01/2022 through 04/30/2026

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PREAMBLE

This AGREEMENT entered into by the City of Darien, DuPage County, Illinois, hereinafter referred to as the CITY and the Metropolitan Alliance of Police Darien Chapter #48, hereinafter referred to as the CHAPTER, is intended to promote harmonious and mutually beneficial relations between the CITY and the CHAPTER, and sets forth herein the basic and full AGREEMENT between the parties concerning rates of pay, wages and other conditions of employment for full-time police officers, full-time police sergeants and probationary police officers of the CITY, as defined herein below and hereinafter referred to as “members” or when the context requires a singular noun, as “member.”

Whenever the male gender is used in this AGREEMENT it shall be construed to include both males and females equally.

At times there is a distinction between members’ rank. In those times the word “officer” or “sergeant” shall be substituted. Both officer and sergeant are members.

At times there is a distinction between organizational components (e.g. patrol, detective, task force, School Resource Officer, etc.) and organization units (Field Training Officers, Canine, etc.). When there is an issue regarding an organizational component and/or unit and a component’s or unit’s name is used it should be interpreted that the issue applies to the component or unit and not to all members.

When the term “Chief” is used it means the Chief of Police for the CITY.

ARTICLE I RECOGNITION

Section 1.1.1 Recognition

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-9013 dated December 27, 1989 and the certification issued thereon to the CHAPTER by the State of Illinois Labor Relations Board, the CITY recognizes the CHAPTER as the exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all sworn full-time officers, sergeants and probationary officers within the police department of the CITY as certified and described herein above.

None of the provisions of this AGREEMENT shall be construed to require either the CITY or the CHAPTER to violate any Federal or State Laws. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

Section 1.1.2 Probationary Period

The CITY's Board of Fire and Police Commission (FPC) shall establish the probationary period for officers. Nothing herein shall be construed to modify the FPC's authority to set or modify probationary periods, provided that set probationary periods shall not exceed eighteen (18) months from the date the officer completes his/her academy training.

During the probationary period, an officer who is subject to discipline, including discharge, with or without cause has no recourse to the grievance procedure or any other forum within this AGREEMENT. Probationary officers shall be entitled to all other rights, privileges and benefits conferred by this AGREEMENT, except as provisioned throughout this AGREEMENT.

Section 1.1.3 Fair Representation

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

Section 1.1.4 Chapter Officers

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

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

Section 2.1.1 Dues Deductions

Upon receipt of proper written authorization from a member, the CITY shall deduct each month's CHAPTER dues in the amount certified by the Treasurer of the CHAPTER from the pay of all members who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police and the Darien Police Association within thirty (30) days after the deductions have been made.

Section 2.1.2 Indemnity

The CHAPTER hereby indemnifies and agrees to save the CITY harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the CITY for the purpose of complying with the provisions of this Article. The CHAPTER shall reimburse the CITY for all legal costs that arise out of, or by reason of action, taken or not taken, by the CITY in compliance with the provisions of this Article. There shall be no indemnification if the CITY initiates a challenge to the payments made under Section 2.1.1.

Section 2.1.3 Revocation of Dues

A member desiring to revoke dues checkoff may do so at any time upon a thirty (30) day written notice to the CITY.

Section 2.2.1 Bulletin Boards

The CITY shall provide the CHAPTER with designated space upon which the CHAPTER may post its official notices.

Section 2.3.1 Labor-Management Meetings

The CHAPTER and the CITY agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed. Labor-Management meetings shall consist of the CHAPTER Board and responsible administrative representatives of the CITY, as determined by the CITY. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing (e-mail) a request to the other for a Labor-Management meeting. The party calling for the Labor-Management meeting shall expressly provide a specific agenda for Labor-Management meetings. Labor-Management meetings times and locations shall be mutually agreed upon.

Specific grievances being processed under the grievance procedure shall not be considered at Labor-Management meetings neither shall negotiations for the purpose of altering any or all of the terms of this AGREEMENT be carried on at Labor-Management meetings.

Attendance at Labor-Management meetings shall be voluntary on the member's part. Attendance at Labor-Management meetings shall not interfere with required duty time and attendance, if during duty time, requires prior approval of the member's supervisor.

ARTICLE III MANAGEMENT RIGHTS

Section 3.1.1 Management Rights

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

ARTICLE IV LAYOFF

Section 4.1.1 Layoff

The CITY in its reasonable discretion shall determine when and whether lay-offs are necessary. If the CITY so determines that these conditions exist members will be laid off as provided in Illinois Compiled Statues 65 ILCS 5/10-2/1-1 to 18. All members shall receive notice in writing of the layoff at least fifteen (15) days in advance of the effective date of such layoffs.

Section 4.1.2 Recall

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

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

**ARTICLE V
NO STRIKE CLAUSE**

Section 5.1.1 No Strike Clause

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

Section 5.1.2 No Lockout

The CITY will not lock out any members during the term of this AGREEMENT as a result of a labor dispute with the CHAPTER.

Section 5.1.3 Judicial Restraint

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

Section 5.1.4 Discipline of Strikers

Any member who violates the provisions of Section 5.1.1 of this Article shall be subject to disciplinary action and statutory penalties. Any action taken by the CITY against any member who participates in any action prohibited by Section 5.1.1 of this Article shall not be considered as a violation of this AGREEMENT and shall not be subject to the provisions of the grievance procedure.

ARTICLE VI COMPENSATION

Section 6.1.1 Regular Compensation – Officers

Member compensation shall be paid according to Appendix A attached hereto and by reference incorporated herein. Said compensation shall be effective retroactive to May 1, 2022.

Section 6.1.2 Longevity Pay – Officers

All officers shall receive an automatic increase of two percent (2%) to their yearly base salary on the eleventh (11th) through the eighteenth (18th) anniversary of their date of employment. All officers shall receive an automatic increase of six percent (6%) to their yearly base salary on the nineteenth (19th) and all subsequent anniversaries of their date of employment.

The dates of employment for all members covered by this AGREEMENT are listed in Appendix B, as amended from time to time, which is attached hereto and made part hereof.

Section 6.1.3 Laterally Hired Pay – Officers

The CITY in its discretion may determine to hire fully-certified full-time officers through a process other than through the CITY's Police Commission's new officer hiring process. In such case, the CITY may place such newly-hired officers at a starting pay up to and including Step 5 provided in this AGREEMENT.

In the event the CITY exercises this right, such officers shall be considered newly-hired officers for all seniority-related matters provided for in this AGREEMENT, including but not limited to, probationary period, vacation selection and shift selection.

Section 6.1.4 Regular Compensation – Sergeants

An officer promoted to sergeant after ratification by both parties of this 2022-2026 AGREEMENT shall serve a probationary period of at least one year and his/her probationary time may be extended a second year based solely on the discretion of the Chief. If it is determined by the Chief to return the sergeant to the rank of officer, the demotion is not subject to a grievance. After completion of probation, the Chief may demote a sergeant to officer when the Chief has just cause to do so.

If the probationary sergeant is returned to the rank of officer s/he shall not lose seniority due to the time in rank as a sergeant.

A probationary sergeant shall be paid at the probationary sergeant pay according to Appendix A. Once off probation the sergeant shall be paid at the sergeant pay rate in accordance with Appendix A.

For transition purposes, any sergeant who, as of the date of this AGREEMENT, has less than two (2) years in the rank of sergeant shall serve a probationary period of six months. Non-probationary sergeants shall be paid at the sergeant rate of pay in accordance with Appendix A.

Section 6.2.1 **Overtime Pay**

Members overtime pay shall be paid at the rate of one and one-half (1 ½) times the members current rate of pay.

Section 6.3.1 **ICMA Savings Contribution**

Members shall be allowed to participate in the CITY provided International City / County Management Association (ICMA) program. All members shall be given matching funds up to twelve hundred dollars (\$1,200.00) per year.

Section 6.4.1 **Other Compensation – OIC**

Patrol officers, assigned as Officer in Charge (OIC), shall receive compensation equal to seven percent (7%) of a probationary sergeant for each hour worked as an OIC. For example, year 2023 a probationary sergeant earns \$59.76 an hour. OIC pay will be \$4.18 per hour.

OIC pay shall not be retroactive.

Section 6.4.2 **Other Compensation – FTO**

Field Training Officers (FTO) overtime shall be calculated at ½-hour pay for each 4 hours an FTO has a probationary officer assigned and performing FTO duties.

Section 6.5.1 **Retroactive Pay**

Any and all retroactive pay (regular hours and overtime) shall be distributed to members in a lump sum on or before 30 days after the date of execution of this AGREEMENT.

**ARTICLE VII
WORK HOURS**

The parties agree to adopt a “12-hour” shift pattern as described in Articles VII and VIII for the length of this contract. Management reserves the right to return to the previous 8-hour shift pattern as described in the 2018-2022 Collective Bargaining Agreement, including all subsections, including but not limited to personal days, vacation time, etc., upon 120 days’ notice.

Section 7.1.1 **Work Hours Defined**

"Hours worked" shall include all hours actually worked and any paid leave of absence which shall include, but shall not be limited to, sick leave, vacation leave, holiday leave and authorized paid time off.

Section 7.2.1 **Regular Work Hours – Non-Patrol**

All members, not assigned to patrol, shall work an eight (8) hour day, unless mutually agreed to by members assigned the non-patrol component and the Chief.

Section 7.2.2 **Regular Work Week / Payroll Cycle – Patrol**

Members shall work 80 hours in a 14-day period (Payroll Cycle).

The workweek shall run Saturday to Friday with members’ working Day Shift beginning their tour of duty on Saturday at 0600 hours and Night Shift beginning their tour of duty on Saturday at 1800 hours, notwithstanding early car assignment or power shift assignment.

During a 14-day pay period members shall be scheduled for six (6) twelve (12) hour work days and one (1) eight (8) hour workday. Only one (1) eight (8) hour workday shall be worked per shift per day between the members assigned to the shift.

Members, except those working a Power Shift, shall be assigned a Squad. Squads are assigned the following rotation of days to work and days off.

Squad A: 2 – On / 2 – Off / 2 – On / 3 – Off / 2 – On / 2 – Off / 1 – On
Squad B: 2 – Off / 2 – On / 2 – Off / 3 – On / 2 – Off / 2 – On / 1 – Off
Power Shift: 5 – On / 2 – Off

Section 7.2.3 **Regular Work Day – Patrol**

Members, except those assigned to a power shift, shall work six (6) twelve (12) hour workdays and one (1) eight (8) hour workday in a 14-day pay cycle. Members assigned to the Day Shift, on his/her eight (8) hour workday, shall report for duty four (4) hours later (1000 hours) than their normal shift start time. Members assigned to the Night Shift, on his/her eight (8) hour workday, shall report for duty at their normal shift start time, but shall leave four (4) hours prior (0200 hours) to their normal end time.

Members assigned to a Power Shift shall work an eight (8) hour workday.

Section 7.3.1 Overtime Work Hours

Any hours worked in addition to regular work hours shall constitute overtime.

Members who accept an overtime assignment are responsible for the entire length of the assignment. If the member does not want to work the entire length of the assignment, the member is responsible to fill the unwanted portion of the overtime assignment and must fill the remainder of the overtime assignment according to the prescribed method below (e.g. affected shift, same squad, by seniority).

Members on a definite court call (e.g. summary suspension hearing, subpoena, motion to suppress hearing, traffic court, etc.) shall not be able to accept the assignment. Members on court stand-by shall be eligible for overtime assignments.

The sergeant / Officer in Charge (OIC) filling a position shall make the offer of overtime. The sergeant / OIC does not have to wait for a call back or a decision from a member. If no call back or a decision made when the offer was given the sergeant / OIC shall move onto the next member.

A forced member may find another member to take a portion or all of the overtime.

The Chief (designee) shall have the right to require overtime work. Except in emergencies, such overtime assignments shall be as described in 7.3.2, 7.3.3 and 7.3.4.

Section 7.3.2 Scheduled Overtime Hiring

Scheduled overtime is any overtime to fill a patrol position with more than 12 hours of notice prior to the position's regular start time.

The length of the assignment for a Scheduled Overtime assignment within the Patrol Division will generally be an eight or twelve hour block.

Scheduled overtime shall be filled from the following groups (in order):

1. Affected Shift / Same Squad in Seniority Order
2. Affected Shift / Opposite Squad in Seniority Order
3. Opposite Shift / Opposite Squad in Seniority Order
4. Opposite Shift / Same Squad in Seniority Order

For the purpose of hiring overtime the Power Shift officer shall be considered as a day shift assignment. The Power Shift will be considered as Squad A on odd months and Squad B on even months.

Scheduled overtime shall be filled based on the following criteria:

- A. Sergeant Working
 1. Officers shall be offered the overtime in the above group order.
 2. If no officer accepts the overtime, it shall be offered to the sergeants in the above group order.

3. If no sergeant accepts the overtime, the overtime shall be ordered in basis of reverse seniority of the available officers within the Patrol Division.

B. Sergeant Not Working

1. The overtime shall be offered to sergeants in the above group order.
2. If no sergeant accepts the overtime, it shall be offered to officers in above group order.
3. If no officer accepts the overtime it will be ordered in basis of reverse seniority of the available officers within the Patrol Division.

Section 7.3.3 Non-Scheduled Overtime

Non-scheduled overtime is any overtime to fill a patrol position with less than twelve (12) hours of notice prior to the position's regular start time.

Non-Scheduled overtime shall be filled from the following groups (in order):

1. On-Duty Shift
2. Affected Shift / Same Squad in Seniority Order
3. Affected Shift / Opposite Squad in Seniority Order
4. Opposite Shift / Opposite Squad in Seniority Order
5. Opposite Shift / Same Squad in Seniority Order

For the purpose of hiring overtime the Power Shift officer shall be considered as a day shift assignment. The Power Shift will be considered as Squad A on odd months and Squad B on even months.

Non-Scheduled overtime shall be filled based on the following criteria, if the member is available to work the scheduled hours:

A. Sergeant Working

1. Officers shall be offered the overtime in the above group order.
2. If no officer accepts it the overtime it shall be offered to the sergeants in the above group order.
3. If no sergeant accepts the overtime, the overtime shall be ordered in basis of reverse seniority of the available officers within the Patrol Division.

B. Sergeant Not Working

1. The overtime shall be offered to sergeants in the above group order.
2. If no sergeant accepts the overtime, it shall be offered to officers in the above group order.
3. If no officer accepts the overtime it will be ordered in basis of reverse seniority of the available officers within the Patrol Division.

Section 7.3.4 Special Detail / Assignment Overtime

From time to time, the department may offer or require overtime assignments outside the regularly scheduled patrol shifts, and that these assignments may require special training, designation or knowledge (e.g., overweight truck enforcement, certified trainer, canine officer). Assignments of this nature shall be assigned by seniority to the members designated as qualified in the specialty by the Chief. If deemed necessary to fill an assignment with overtime the on-duty sergeant/OIC shall be responsible for filling the shortage.

If the overtime assignment does not require special training or qualifications (e.g. extended prisoner watch) it shall be offered to members by date of hire starting with the member with the earliest date of hire and working down towards the member with the latest date of hire.

If no one volunteers for the overtime assignment, the overtime assignment shall be filled by hiring an officer using reverse seniority within the patrol division.

Section 7.3.5 Overtime Eligibility

Members shall be eligible/offered overtime assignments when on regular scheduled days off. Members cannot be forced for scheduled overtime or detail overtime assignments when scheduled off on vacation days, with the exception of Section 9.4.1. Members cannot be forced for overtime assignments when the member is on regular days off in conjunction with vacation and/or personal time off.

Members scheduled to attend or conduct in-house training for Darien Police Officers (e.g. firearms training) are eligible to be offered overtime on the shift following the shift that training was conducted as long as they are available for the length of the assignment. This does not include training by an outside vendor (e.g. NEMRT) whether or not the class was taught on-site or not.

Section 7.3.6 Call Back Overtime

Any member who is called back to work on an assignment which does not continuously precede or follow a member's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater. Call back overtime does not apply to members who voluntarily accept a portion of an overtime assignment from another member as outline in Section 7.3.2 or 7.3.3.

Section 7.3.7 Court Overtime

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

Any member who is required to standby for court appearance on off-duty time shall receive as compensation one (1) hour overtime pay per day for said standby. The standby hour shall be designated as from 1130 to 1230 hours. Hours compensated as standby shall not be counted as hours worked and further, the member is not entitled to compensation unless the standby is authorized by the Chief (designee).

Section 7.3.8 Meeting Overtime

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

Section 7.3.9 Compensatory Time

In lieu of overtime pay, a member may earn compensatory time at a rate equal to one and one-half (1 ½) hours for each overtime hour worked in accordance with the provisions of Section 7.3.1.

Members may accumulate up to one-hundred and sixty (160) hours of compensatory time. Any compensatory time in excess of one-hundred and sixty (160) hours will be paid to the employee.

Upon termination of employment, members shall be paid all accumulated compensatory time at the member's rate of pay at time of termination.

ARTICLE VIII SCHEDULES

Section 8.1.1 Patrol Shift Scheduling

There shall be three patrol shifts. Members shall be assigned to one of the three patrol shifts:

Day Shift: 0600 Hours to 1800 Hours
Night Shift: 1800 Hours to 0600 Hours
Power Shift: 1200 Hours to 2000 Hours

Member(s) assigned to the Power Shift may have their hours and/or days off altered by the CITY with a ten-day notice. The member can waive the ten-day notice. Changes to the Power Shift hours worked or days off shall be altered based on call volume that may be influenced by seasonality or by crime pattern.

Section 8.1.2 Patrol Shift Scheduling – Beginning of Year

Shift assignments (roster) shall be posted by October 1st of the prior year.

Shift selections shall be completed by October 15th.

Sergeants shall pick first in seniority order having one sergeant on each squad (1A, 1B, 2A & 2B). Officers shall pick in seniority order once sergeants have selected their shift, squad and eight (8) hour day. Members shall pick their shift, squad and 8 hour day from the available slots on the roster.

Members assigned to the specialties of SWAT and K9 cannot be on the same shift / squad. During shift picks, a member assigned to SWAT or K9 shall not select a shift / squad where either a SWAT or K9 member has selected.

Section 8.1.3 Patrol Shift Scheduling – Changes During the Year

The CITY may move personnel any time throughout the year when more than one position needs to be replaced. For example, two positions are open by attrition or other means, the CITY may move a person from one shift and or one squad to another for more balanced staffing.

Changes shall be made first by seniority asking for a member who voluntarily wants to move. If no one volunteers, the member with lowest seniority shall be moved to the opening.

If a member opts to change his/her shift and/or squad during the year s/he shall not take his/her scheduled time off with him/her. The member therefore shall pick benefit time (vacation, personal days, etc.) from available dates on the shift and/or squad to which s/he is being moved. If the CITY moves a member during the year the member shall take his/her scheduled time off with him/her.

Section 8.1.4 Patrol Shift Scheduling – Picking During the Year

If a position becomes available whether on a squad and/or shift, that squad and/or shift position shall be filled by seniority with the most senior officer having the option to move to that open shift and/or squad. Then through seniority, any openings shall be filled as they become available until all openings are filled. For example, if an opening occurs on Day Shift / Squad B the most senior patrol officer shall be offered the position first then continuing in descending seniority order until the squad / shift position is filled and any other openings created by the move are filled.

If an officer, moves from one squad to another or one shift to another s/he shall not bump an officer already on the shift and/or squad from pre-selected vacation or other type of time off.

Members assigned to the specialties of SWAT and K9 cannot be on the same shift / squad. During shift picks, or selections throughout the year, a member assigned to SWAT or K9 shall not select a shift / squad where either a SWAT or K9 member has selected, unless otherwise approved by the Chief.

In order to balance shifts and provide for appropriate staffing, the CITY may move the least senior officer from one squad to another squad or one shift to another shift. If that is done, the member shall be allowed to take his/her paid time off with them to the new shift and/or squad and not bump a member who is already on the shift and/or squad.

Section 8.1.5 Patrol Shift Scheduling – FTO

Field Training Officers (FTO) shall select their shift, squad and eight hour day within the other requirements of this AGREEMENT. However, when assigned a probationer who needs a rotation to a shift without an FTO, management reserves the right to transfer an FTO to an appropriate shift and squad for the duration of the probationer's step of training and any Performance Improvement Plans (PIP) extensions. However, the FTO shall not be forced to an opposing shift and squad to satisfy more than one PIP for the same probationer.

The FTO coordinator shall schedule a complete probationer cycle (four steps) prior to the beginning of in-house training. If in the scheduling a gap in FTO assignment is identified, the FTO coordinator shall seek a volunteer to move to the appropriate shift and squad to enable training the probationary officer (e.g. Shift 1, Squad A to Shift 2, Squad A or Shift 1, Squad B to Shift 2, Squad B). The FTO coordinator shall also seek an individual from the shift and squad the FTO is being transferred to who will move to the FTO's shift and squad until that portion of the probationer's schedule is complete. Absent a volunteer, the CITY shall force a temporary transfer.

When determining who to transfer the Field Training and Evaluation (FT&E) coordinator shall go in reverse seniority. However, there is a possibility that the least senior officer has sufficient amount of benefit time scheduled that moving the officer is impractical and the FT&E Coordinator shall select the next least senior officer.

Section 8.1.6 Patrol Shift Scheduling – Time Off

Only one (1) member may have off on any combination of time off per shift, per squad. Training, sick, light duty and unpaid leave will not affect someone taking time off.

The holiday hours shall be 0600 hours beginning on the calendar day of the holiday and the 24 hours of the holiday shall continue to 0600 hours the following day. There shall be two exceptions to this period, they are; early car assignments and shift preparation.

Officers assigned to early car shall have their holiday time commence at 0500 hours on the calendar day of the holiday and end at 0500 hours on the calendar day after the holiday. Officers assigned to early car shall not be eligible for the holiday overtime (double time) from 0500 hours to 0600 hours on the calendar day following the holiday.

Sergeants or Officer-In-Charge shall have their holiday time for shift preparation start at 0545 hours on the calendar day of the holiday for dayshift and 1745 hours on the calendar day of the holiday for night shift.

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

Section 8.1.7 Patrol Shift Scheduling – OIC

The minimum length for an Officer in Charge (OIC) assignment shall be two (2) hours.

An officer assigned to early car shall not be assigned as an OIC.

The OIC assignment shall be selected first in order of rank from the last available sergeant's promotional list whether said list is expired or not. If no officer is available from the sergeant promotional list, the OIC assignment will be made by the on-duty supervisor.

Section 8.1.8 Patrol Shift Scheduling – Early Car

In order to have shift coverage during periods of shift change there shall be an "early car." Members assigned early car shall report one (1) hour prior to the normal shift start time and leave one (1) hour before the end of normal shift time. Each shift shall have a minimum of one early car every day.

Sergeants shall schedule the early car by month to the most senior officer on the shift / squad wanting the early car position. On days where the officer accepting the early car assignment is unavailable for the early assignment, the sergeant shall offer it to the remaining officers on the shift by seniority. The least senior available officer will be forced to accept the early car assignment if no member voluntarily accepts the early car assignment.

Sergeants shall complete early car assignments ten (10) days prior to the start of the calendar month. An officer scheduled to work Shift 2 shall not work an early car assignment on the same date s/he is scheduled to attend traffic court.

Section 8.1.9 Patrol Shift Scheduling – Training

As a rule members shall not be scheduled overtime to attend training, instead adjustments to the schedule shall be made as follows:

1. If the training day falls on the member's eight (8) hour work day the member shall be assigned training. Any additional compensation (travel time, etc.) shall be implemented in accordance with 12.1.2 of this AGREEMENT.
2. If the training date falls on the member's twelve (12) hour work day the member shall be assigned training for eight hours. Any additional compensation (travel time, etc.) shall be implemented in accordance with 12.1.2 of this AGREEMENT. In order to balance out the four remaining hours the member's sergeant shall assign four additional hours to the member's eight-hour workday within the same pay period.
3. If the training day falls on a member's day off s/he will have his/her eight (8) hour workday off in lieu of him/her training on a day off. Any additional compensation (travel time, etc.) shall be implemented in accordance with 12.1.2 of this AGREEMENT.
4. If the training is a full week the member shall be assigned to five (5) eight (8) hour workdays with Saturday and Sunday off. Depending on the week (long 44 hours or short 36 hours) the member shall be assigned four (4) additional hours or four (4) less hours during the second of the two-week pay cycle for a total of 80 hours during the two week pay cycle.
5. If the training is multiple days, but less than a full week the sergeant shall balance a 44 or 36 hour work week (depending on the cycle) so the member has an appropriate number of hours to equal an 80 hour pay cycle.

When adjustments are made the sergeant shall give deference to the member's request unless the member's request places an undue burden on the manning of the shift.

Section 8.2.1 Scheduling – In-House Training

There shall be two training dates in January, February, March, November and December. Patrol members shall be assigned to a common in-house training date and receive an e-mail notice of the date at least 30 days in advance of the date. When scheduled to a training date patrol members shall be off on their normal eight-hour workday during that pay period.

Section 8.2.2 Scheduling – Darien Fest

Once the dates of Darien Fest have been announced, members whether assigned to patrol or a non-patrol assignment shall not use Paid Time Off during the days of Darien Fest.

Section 8.3.1 Shift Trades

Members shall be permitted to exchange shifts on a daily basis with another member subject to the approval of the Chief (designee) provided the change does not result in additional overtime compensation being paid to any of the members involved in the shift change.

If either member involved in a shift change fails to report for duty without cause, and his/her failure to report for duty results in overtime being paid to any member, the Chief shall have the discretion, in addition to departmental discipline, to address this conduct in the following manner:

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

The above offenses must all occur within one (1) rolling year and the Chief must apply any corrective measures on a consistent basis.

Monthly shift trades must be between members of the same rank (e.g. officer with officer, sergeant with sergeant).

In lieu of a shift exchange where one member is working for another member and at a later date the member who was off repaying the member who had worked by working for him/her the members can exchange a work day for an equal amount of compensatory time.

Once compensatory time has been approved another member is not allowed to work the approved hours thereby banking the compensatory time.

Members are not allowed to “bank” owed days. The intent of this section is to allow an exchange of work day and work day or work day and compensatory time between members in order to have time off. Therefore members cannot have an “I owe you” in exchange of the time off.

Section 8.4.1 Work Breaks

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

Every attempt shall be made to have patrol members have a sixty (60) minute paid meal period.

Section 8.5.1 Scheduling Committee

The parties agree that once during the lifetime of the CBA they shall form a committee to evaluate and possibly implement a new schedule. Said committee shall be comprised of the Chief, Deputy Chief, one (1) sergeant and two (2) officers. The sergeant and the two officers shall be selected by members of the CHAPTER. Said committee's decision shall be by unanimous vote.

ARTICLE IX VACATION

Section 9.1.1 Vacation Eligibility and Allowances

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

After two (2) years of service, vacation time may be taken at any time during the calendar year in which they are earned.

Subject to the approval of the Chief (designee), a maximum of 40 hours of vacation time may be carried over to the following calendar year. When the member has carried vacation time to the following year, the member must use the vacation time or, where applicable, request to be reimbursed for that time, in the first quarter of the year or the vacation time carried over shall be lost.

If a member does not work the entire time to earn the vacation time after s/he has taken them, the member shall repay the CITY for those vacation days not earned.

Section 9.1.2 Vacation Scheduling

During the regular time to select vacations “Vacation Selection Phase” (October 16 through November 1st) members shall select their vacation in either the two day block (20 – 24 hours depending on 8 hour day), or the three day block (32 – 36 hours depending on the eight hour day) by seniority within their assigned Shift and Squad. A “block” is the workdays between a member’s regular days off.

Vacations taken in blocks shall include the days off before and after such vacation.

Members shall select at least 80 hours of vacation time in the calendar year.

Members are not mandated to select their vacation time during the Vacation Selection Phase, but may opt to schedule all or a portion of their vacation hours after January 1. However, vacation time not selected during the Vacation Selection Phase shall be on a first come first serve basis, not seniority, on or after the first workday of the new schedule and on a first come first serve basis.

Members with more than 80 hours of vacation time may opt to use up to 48 hours in daily increments (8 or 12 hour). Members with 80 hours of vacation time shall select at least one three day block or two, two day blocks and may opt to use the remaining vacation hours in daily increments (8 or 12 hour).

Vacations picked on a daily basis shall be picked on or after the first workday of the new schedule and on a first come first serve basis.

If a vacation is picked prior to January 1 and the member opts to rescind his/her vacation after January 1 the newly available vacation time shall be picked by seniority within the shift and squad. The member shall give the CITY two weeks' notice of the pending withdrawal of vacation and the CITY shall post the opening at least one week in advance.

Members shall only pick vacation time prior to January 1. After January 1 compensatory time, vacation time not encumbered, personal time can be selected on a first come first serve basis on the next workday. Members shall be allowed vacation time off in accordance with Police Department manpower requirements.

Section 9.1.3 **Vacation Payout**

Upon retirement from the Darien Police Department 100% of a member's monetary value of accrued, yet unused vacation time, shall be deposited into the CITY's, International City / County Management Association (ICMA), Health Insurance plan. All the same rules regarding pre-taxed income applies to the vacation time as it does sick time.

The monetary value shall be calculated by multiplying the accrued, unused vacation time by the member's hourly wage upon retirement. For example, a member has 48 hours of unused vacation time upon retirement. The member's wage at retirement is \$53.58. Thus \$2,571.84 would be paid into the member's ICMA Health Insurance plan to be used to pay health insurance related costs (e.g. premiums, co-pays, etc.). Members should review the plan for what is included and what is excluded.

Section 9.2.1 **Vacation Pay**

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

Section 9.2.2 **Vacation Buy Back**

Members shall use two (2) weeks of vacation time for time off work. Any vacation time banked over the two weeks may be paid out at the member's regular rate of pay with the approval of the Chief (designee).

Section 9.3.1 **Vacation Accrual Schedule**

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

One Week: Six (6) months of service to the CITY for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.

One Week: After 12 months of service, one additional week is earned. (The first earned week may be held over and be taken after the additional week is earned.)

Two Weeks: Two (2) or more full years of service to the CITY for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.

Three Weeks: Five (5) or more full years of service to the CITY for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.

Four Weeks: Ten (10) or more years of service to the CITY for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.

Five Weeks: Twenty (20) or more full years of service to the CITY for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.

Section 9.3.2 **Vacation Accumulation During Layoff / Unpaid Leave**

Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during an unpaid leave of absence.

Section 9.4.1 **City Emergency**

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

**ARTICLE X
HOLIDAY AND PERSONAL TIME**

Section 10.1.1 Holiday Days

Members shall receive the following ten (10) days as holidays:

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

Members assigned to work patrol, holidays shall be scheduled on the actual date of the holiday, not the day it is observed. For members, not assigned to the patrol division, holidays shall be scheduled on the date the holiday is observed.

Section 10.2.1 Holiday Extra Pay

Patrol members who work a holiday shall be paid twice his/her regular rate of pay. For example, if working a 12-hour shift s/he shall be paid 24 hours, if working an 8-hour day shall be paid 16 hours. If the officer used compensatory time, sick time etc. and only worked 6 hours s/he would be paid 12 hours.

Section 10.2.2 Holiday Stipend

Bargaining unit members whether on-duty or off-duty (regular day off or benefit time) on a holiday shall be paid an eight (8) hour stipend. The holiday stipend shall not be retroactive for non-patrol members, but shall begin the first holiday following City Council approval of this AGREEMENT.

Section 10.3.1 Holiday Scheduling and Pay

Members scheduled to work on a holiday shall do so. Any member taking an unexcused absence on the day before or after a holiday shall not be paid for that holiday. Non-patrol members (e.g. detective, school liaison, Task Force, light duty, etc.) shall be scheduled off for the CITY holiday and shall receive his/her regular pay.

Members who work a holiday, either regularly scheduled hours or overtime, compensation will be at two (2) times the member's hourly rate for each hour worked.

Section 10.4.1 Personal Days

Members shall receive sixteen (16) hours in their personal time bank on January 1st of each year of this Agreement. Personal time may be used in four (4) hour blocks. Personal time shall be used either as a whole day or as a partial day. If used as a partial day the member shall use personal time at either the beginning or end of his/her shift, not during the middle of a shift.

If a member does not use his/her personal day(s) during the year earned, the unused personal day(s) will be credited to that member's sick leave bank on January 1st of the following

year.

ARTICLE XI LEAVE OF ABSENCE

Section 11.1.1 Absence from Work

Members shall report all absences from work to the supervisor in charge prior to the assigned working shift.

Unauthorized absence from work shall be caused for disciplinary action.

Section 11.1.2 General Leave of Absence

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

Section 11.2.1 Sick Leave

Sick leave with pay is provided as a benefit in recognition that members do contract various illnesses or become injured from time-to-time. When sick or injured members financial resources may be diminished if pay is discontinued. In addition, it may not be in their best interest or the health of other individuals for members to work while sick or injured.

Section 11.2.2 Sick Leave Accrual

The sick leave benefit shall be accrued at a rate of eight (8) hours after each full month of service. Members shall not accrue more than 1,200 hours. Sick pay shall begin to accrue from the date of employment.

Section 11.2.3 Sick Leave Usage

Members shall be entitled to use sick leave due to any of the following:

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

Though a member shall start accruing sick time from the date of hire, s/he shall not be entitled to take sick leave until after six (6) months of employment.

Sick time, if used, shall be taken in a minimum of four (4) hours.

Members using sick leave shall debit his/her sick bank at the same amount of time taken sick. For example, a member takes sick leave on his/her 12-hour work day 12 hours of sick time shall be removed from his/her sick time bank. When a member uses leave on an 8-hour work day,

eight (8) hours shall be deducted from his/her sick time bank.

Section 11.2.4 Sick Leave Reporting

Any use of sick leave must be reported to the Chief (designee) not less than one (1) hour before the start of the member's shift. A late report of illness / injury may be approved by the Chief.

A failure to properly report an illness / injury shall be considered as absence without pay.

Section 11.2.5 Sick Leave Verification

Any member who called off work due to illness / injury for three days or more shall submit a physician verification of an illness / injury. For privacy concerns the member may skip the chain of command and provide the verification directly to the Chief in a sealed envelope. After the Chief is satisfied with the verification, s/he shall destroy the notification. For purpose of determining consecutive sick days of three days or more any time off in the middle of sick days shall not be considered. For example a member is sick two days has two regular days off and is sick on the day s/he is to return shall be considered three days sick and requires a doctor's verification.

Failure to provide verification of an illness / injury on the date returning to work shall be considered as absence without pay.

Section 11.2.6 Sick Leave Transfer

Members may transfer credit of earned sick time to another member with the approval of the Chief. Approval of sick leave transfer shall not be unreasonably withheld and shall be allowed under the following conditions:

- a. the affected member has exhausted all of his/her own sick leave;
- b. the affected member has exhausted all of his/her paid time off (vacation, personal days, etc.) as well as compensatory time;
- c. no more than 30 days may be transferred; and
- d. the affected member has a serious illness or injury as determined by the Chief.

Section 11.2.7 Sick Leave Bonus

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

Section 11.2.8 Sick Leave Payout

Any member who retires from employment with the Darien Police Department after at least twenty (20) years of service shall be paid 50%, one half (1/2), of his/her unused sick leave at his/her salary at time of retirement with a maximum payout of seventy-five (75) days.

The CITY, upon retirement of a member shall deposit the monetary value of their sick time bank into an account to pay for CITY Health Insurance on a pre-tax status, per Internal Revenue Service (IRS) regulations.

Section 11.3.1 Funeral Leave

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

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

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

Section 11.4.1 Military Leave

A member shall be entitled to a military leave of absence without pay while serving with the Armed Forces of the United States. Such member shall, upon honorable discharge from Military Service be returned to the same position or one of like seniority status and pay. Such person shall apply for re-employment within thirty (30) days after separation from active duty and shall report for work within sixty (60) days after separation from active duty. Should a member already on military leave voluntarily reenlist or voluntarily extend his/her period of military service, military leave for that member shall be terminated.

A member shall be entitled to military leave without pay as a member of an organized reserve unit of the Armed Forces of the United States should such unit be ordered to active duty in a time of National emergency.

A member shall be entitled to military leave as a member of an organized reserve unit of the Armed Forces of the United States for training exercises. Leave of absence for military reserve training exercises shall not exceed two (2) weeks in each calendar year without prior approval of the Chief.

All military leave shall be subject to and in accordance with all applicable Federal Law and the Illinois Serviceman's Employment Tenure Act (330 Illinois Compiled Statutes 60/4).

Section 11.5.1 Jury Duty

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

Section 11.6.1 Maternity Leave

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

**ARTICLE XII
TRAINING AND EDUCATION**

Section 12.1.1 On-Duty Training – At Police Department

Members assigned to in-house training, whether at the Darien Police Department or other location such as the range, shall be given notice of such training by entry into the scheduling system in compliance with Section 8.1.7.

When training inside or outside the Department by an outside provider members shall be given as much notice as possible after the CITY receives notice from the training provider.

Section 12.1.2 On-Duty Training – Away from Police Department

Members attending departmental approved training sessions away from the Police Department shall either be offered transportation to and from the training location, if available, or shall be paid the prevailing mileage rate for the use of their own vehicle.

Members attending training away from the department shall be compensated for travel time for all hours traveled as described below when the location of the training is outside the CITY.

When a member drives to a location directly from his/her home for the purpose of training, s/he will be compensated for the time spent in excess of his/her normal commute to the Darien Police Department. For example, if the officer's normal travel time to work is one-half hour, and the drive from his/her house to the training facility takes one hour and fifteen minutes, the officer will be compensated for forty-five minutes of travel time for the travel time to and from the assignment.

If the member's total time attending training (including lunch and breaks) and the travel time is less than or equal to eight hours, the member will receive eight hours pay. For example, an officer travel time is 45 minutes longer than their normal travel time to work. The training time is six hours that included a one hour lunch break. The total time is seven and one half hours. The member will receive eight hours pay for the day.

If the time spent attending training (including lunch and breaks) and travel time exceeds eight hours, then the member will be paid overtime for hours in excess of eight. For example, the travel time was 45 minutes one way above his/her normal commute to the police department and the training was eight hours the member worked nine and one-half hours (one and one-half hour additional travel time plus eight hours actual training time). In that case, the member will receive eight hours straight pay and one and one-half hours overtime.

Section 12.1.3 Off-Duty Training

Members attending training which is not required by the CITY but at the request of the member shall do so on their own time and shall not be entitled to any compensatory time. The transportation to and from these training sessions will be the member's responsibility, transportation may be provided utilizing a police department squad, but only with permission of the Chief.

A member who attends a police related training, on his/her own time, upon the direction of the Chief, will receive one (1) hour pay for each hour spent attending training.

Section 12.2.1 Travel and Meeting Expense Allowances

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

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

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

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

Any member attending any conferences, meeting, seminar or convention and being reimbursed by the CITY or on CITY payroll is expected to conduct themselves in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours.

The Uniform and Appearance policy shall be applicable to training, meetings, conferences, etc. Any member attending any conference, meeting, seminar or convention and being reimbursed by the CITY is to submit paid receipts for reimbursable expenses. The CITY's Treasurer will not reimburse expenses which are not documented or which are unreasonable.

Section 12.3.1 Educational Incentive

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

Grade of A or B: 50% reimbursement Grade of C: 25% reimbursement

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

**ARTICLE XIII
GRIEVANCE PROCEDURE**

Section 13.1.1 Grievance Definition

For the purposes of this AGREEMENT, a grievance is

- a. any dispute or difference of opinion raised by a member or the CHAPTER against the CITY involving the meaning, interpretation or application of the provisions of this AGREEMENT; and
- b. disciplinary disputes arising from suspension and termination.

Any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Darien Fire and Police Commission (FPC) shall not be considered a grievance under this AGREEMENT except for dispute or difference of opinion concerning discipline. See Article XV Discipline.

Section 13.2.1 Grievance Procedures

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps.

A member, with or without CHAPTER representative, who believes the CITY has violated this AGREEMENT and/or made an inappropriate decision regarding discipline shall bring it to the attention of his/her supervisor.

If the supervisor explains what occurred and the member is satisfied with the explanation, or the supervisor, within his/her authority, “made the member whole” the grievance is complete. The supervisor shall reduce the matter to writing (e-mail) and submit the information to the grievant and the Chief.

If the supervisor explains what occurred and the member is not satisfied with the explanation, or the supervisor, within his/her authority, cannot “make the member whole” the grievant shall start with Step One. If a meeting with the member’s supervisor was not possible or failed to occur the member may submit the grievance to the deputy chief and skip the supervisor meeting.

STEP ONE: If the matter was not resolved at the supervisor level, the member, or a CHAPTER representative, shall reduce the grievance to writing and submit the information to the deputy chief within ten (10) calendar days of its occurrence. The deputy chief shall attempt to adjust the matter and shall respond in writing to the grievant within ten (10) calendar days after receipt of the written grievance.

If not adjusted in Step One, the grievance may be presented by the CHAPTER to the Chief within ten (10) calendar days following the receipt of the deputy chief’s answer in Step One.

STEP TWO: The Chief shall attempt to adjust the grievance as soon as possible. Therefore

s/he will schedule a Step Two Meeting with the grievant, CHAPTER representative, the supervisor who made the decision within ten (10) calendar days after receipt of the written grievance from the CHAPTER. The Chief shall render a decision, based on the written grievance and information supplied during the Step Two meeting. The Chief shall reduce his/her decision to writing and submit it to the CHAPTER, within ten (10) calendar days of the meeting. The Step Two meeting shall be scheduled on the grievant's duty time or reasonably before or after the grievant's regularly scheduled shift.

If the grievance is not adjusted in Step Two to the CHAPTER's satisfaction, the grievance may be submitted to the Mayor or his/her designated representative within five (5) calendar days from the receipt of the Chief's Step Two response.

STEP THREE: The Mayor / designated representative shall hold a Step Three meeting at a mutually agreeable time and place for participants to discuss the grievance and hopefully come to an equitable solution.

1. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties.
2. If no settlement is reached, the Mayor, / designated representative, shall give the CHAPTER the grievant's answer within ten (10) calendar days following the Step Three Meeting.

If the CHAPTER is not satisfied with the decision of the Mayor / designated representative, the CHAPTER may appeal the grievance to arbitration by notifying the Mayor in writing within ten (10) calendar days after receipt of the Step Three response.

STEP FOUR: Grievances will not be submitted for arbitration unless it is sponsored or backed by the CHAPTER.

Within ten (10) calendar days of receipt of such request for arbitration the CHAPTER and the CITY shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS), if the FMCS is unavailable or unable to hear this dispute then the parties shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the CITY and the CHAPTER shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. The person remaining shall be the arbitrator.

The Arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing subject to the availability of CHAPTER and CITY representatives. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his/her selection subject to the reasonable availability of CHAPTER and CITY representatives.

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

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

Section 13.3.1 Fees and Expenses of Arbitration

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the CITY and the CHAPTER. However, should only one party request a transcript that party shall pay for the cost of the transcript.

Each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the CITY) the CITY or CHAPTER requires to attend the arbitration.

Section 13.4.1 Forms

The CITY shall furnish mutually acceptable grievance forms which shall be used by both parties.

Section 13.5.1 General Rules

Any decision by the CITY not appealed by the member or the CHAPTER as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered by the CITY within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the CHAPTER and the CITY.

No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this AGREEMENT.

Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

Section 13.6.1 Notice of Union Representation

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

Section 13.7.1 Rights of Chapter

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

**ARTICLE XIV
NON-DISCRIMINATION**

Section 14.1.1 Non-Discrimination

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

An alleged violation of this section shall be subject to the grievance procedure through Step 3, but shall not be subject to arbitration Step 4.

Section 14.2.1 Chapter Activity

The CITY and CHAPTER agree that no member shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this AGREEMENT, or on account of membership or non-membership in the CHAPTER.

ARTICLE XV DISCIPLINE

Section 15.1.1 Procedure of Discipline

If the CITY has reason to discipline a member, police management will make every effort to do so in a manner that will not unduly embarrass the member before non-management employees or members of the public.

When any complaint, is made against a member and said complaint is not sustained for any reason (e.g. unfounded, exonerated, or unsubstantiated), no reference of the complaint shall be made to the CITY's Board of Fire and Police Commissioners either verbally or in written form. Such complaint will not be used in the determination of promotions or assignments.

Section 15.2.1 Jurisdiction of the Fire and Police Commission

Disciplinary action or termination are subject to the jurisdiction of the Board of Fire and Police Commissioners (FPC) according to the applicable State law and below procedures. Notice of disciplinary action shall be provided in writing to the member.

Nothing in this article shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary officer the subject of a hearing before the FPC, or part of the Grievance Procedure.

The following procedures will apply only to non-probationary members:

- a. All discipline involving suspensions without pay of five (5) days or less shall be appealable solely to the FPC. The FPC shall have no authority to increase the term of the suspension issued by the Chief.
- b. All discipline involving a proposed suspension of more than five (5) days, or proposed termination shall be appealable at the member's choice through this AGREEMENT's Grievance Procedure or through the FPC, but not both.
 1. If the member elects to have the discipline reviewed through the AGREEMENT's Grievance Procedure, the Chief shall have the authority to implement the contemplated discipline.
 2. If the member opts to have the case heard through the FPC procedures established in the FPC's Rules and Regulations shall be followed.
- c. In the event a complaint or charge is brought to the FPC by a party other than the Chief, the FPC shall refer the matter to the Chief for his/her determination of appropriate discipline, if any. Any appeal of such discipline shall be appealed in the manner prescribed herein.

Section 15.3.1 Personnel File

The CITY agrees to abide by the lawful requirements of the Personnel Records Review Act, 820 ILCS 40/. Brady related material shall be exempt from destruction, but after two years it shall not be used in promotional considerations.

ARTICLE XVI
INVESTIGATIONS CONCERNING OFFICERS

Section 16.1.1 **Right to Investigate**

The CITY agrees to abide by the lawful requirements of the Illinois Compiled Statutes, Illinois Peace Officers Disciplinary Act (50 ILCS 725).

Section 16.1.2 **Right to Drug & Alcohol Testing – Post-Shooting**

As required by 50 ILCS 727/1-25, whenever a member discharges his/her firearm, causing injury or death to a person or persons, the involved member must submit to drug and alcohol testing. The testing must be completed by the involved member as soon as practicable after the shooting, but no later than the end of the involved member shift.

The testing required by this section shall be considered a compelled test and shall be performed by way of urinalysis.

ARTICLE XVII
HEALTH, DENTAL, OPTICAL & LIFE INSURANCE

Section 17.1.1 Health Insurance

The CITY shall make available to all members health insurance substantially similar to the coverage which is currently in effect. The CITY shall cover all members on its health program. The CITY shall offer three levels of coverage: (1) Single, (2) Single Plus One and (3) Family.

Members contribution, if opting to have CITY medical insurance, shall be 20% of the total premium for single coverage, single plus one coverage and family coverage.

Members contribution to health insurance shall not exceed that being paid by any other CITY employees. The CITY reserves the right to self-insure and to change insurers and health plans during the course of this AGREEMENT so long as the benefits and coverage sought are substantially similar to those being currently offered. In the event the CITY changes coverage, all members will be covered to the same extent as all other CITY employees.

If the CITY provides dental insurance to its other employees, it will offer the same program to members.

Section 17.1.2 Continuation of Benefit

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

Section 17.1.3 115 Trust Plan

The CITY and CHAPTER agree to a joint labor-management committee consisting of the Chief and Deputy Chief and two members of the CHAPTER to meet during the period of this AGREEMENT to discuss the feasibility of a 115 Trust Plan and make recommendations for implementation.

Section 17.2.1 Life Insurance

The CITY shall supply each member with term life insurance with a face amount equal to the member's gross annual salary.

Section 17.2.2 Death Benefits

The CITY agrees to pay to the surviving dependents of any member killed in the line of duty a one-time payment of five thousand dollars (\$5,000.00).

Section 17.3.1 Wellness Program

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

Section 17.3.2 Medical Examinations

Any medical testing or evaluations, except sick verification, required by the CITY shall be arranged during the member's normal work hours. The member shall be allowed to accomplish the medical evaluation on the member's allotted court time.

The CITY agrees to schedule one health fair annually. If a member is unable to attend the health fair s/he is allowed to attend off-site.

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

Section 17.4.1 Light Duty Assignments

Members who are injured or otherwise unable to perform his/her full-time duty will be allowed, with a written physician's approval, the opportunity to work light duty. The opportunity to work light duty is subject to the Chief's approval in accordance with the needs of the Department and according to the applicable departmental policy.

The CITY and the CHAPTER agree that there shall be no pyramiding of benefits of light duty assignments with workmen's compensation or other disability benefits.

**ARTICLE XVIII
DISABILITY AND RETIREMENT BENEFITS**

Section 18.1.1 Employee Disability

Non-retired and health insurance covered members who suffer an injury or sickness not covered by Workman's Compensation shall be eligible for disability pay to the same extent that the CITY provides such benefits to non-bargaining union members.

**ARTICLE XIX
UNIFORM BENEFITS**

Section 19.1.1 Uniform Benefits

Beginning with the members second year of service with the Darien Police Department s/he shall receive a clothing allowance as follows:

Contract Year	Allowance
2022 - 2023	\$900.00
2023 - 2024	\$950.00
2024 - 2025	\$1,000.00
2025 - 2026	\$1,050.00

The uniform allowance payment will occur during the first check run following May 1st of each year of this AGREEMENT.

Members must be working when the uniform payment is made – no proration.

Newly hired officers shall be equipped with uniforms and equipment by the CITY in accordance with the list described in Appendix C which is attached hereto and part of hereof. Equipment and uniforms issued to new officers will be returned to the CITY if the officer fails to complete eighteen (18) months of service with the CITY.

The CITY agrees that subsequent to the original purchase of a ballistic vest, the CITY shall replace the ballistic vest in accordance with National Institute of Justice standards at no cost to the member. The Chief shall approve the vendors for vests.

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

**ARTICLE XX
OFF DUTY EMPLOYMENT**

Section 20.1.1 Employment Outside Department

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

Section 20.1.2 Extra Duty Details

When the Department posts an extra duty detail, it will be filled by members on a first come first serve basis. Any requests of the Police Department for extra duty details will be forwarded to the CHAPTER Representative and the Chief (designee). Any member who accepts an extra duty assignment and later rejects or declines it is responsible for finding a replacement. Failure to do so will result in a member being ineligible for extra duty assignments for six (6) months. Any member who works an extra duty detail shall be paid \$37.50 per hour for all hours worked on the detail.

ARTICLE XXI SENIORITY

Section 21.1.1 Seniority

Unless stated otherwise in this AGREEMENT, seniority shall be defined as an officer's length of continuous full-time service with the CITY since the officer's last date of hire.

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

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

Section 21.1.2 Determination of Seniority

Seniority shall be determined by member's length of service in the police department. Time spent in the armed forces on military leave of absence and authorized leaves, not exceeding thirty (30) days, and time loss due to duty related disability shall be included.

Section 21.1.3 Forfeiture of Seniority

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

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

Section 21.2.1 Maintenance of Seniority List

A current and up-to-date seniority list showing the names and length of service of each member shall be maintained for inspection by members and shall be updated and distributed during the weeks that include May 1 and November 1. This list is contained in Appendix B which is attached hereto and made part hereof.

**ARTICLE XXII
BOARD OF FIRE & POLICE COMMISSIONERS**

Section 22.1.1 Board of Fire and Police Commissioners

The parties recognize that the City of Darien Board of Fire and Police Commission has certain statutory authority over members, including but not limited to the right to make, alter and enforce rules and regulations and impose disciplinary sanctions except as described within the Grievance Process and/or Disciplinary Procedures of this AGREEMENT.

**ARTICLE XXIII
SAVINGS CLAUSE**

Section 23.1.1 Savings Clause

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

**ARTICLE XIV
MAINTENANCE OF ECONOMIC BENEFITS**

Section 24.1.1 Maintenance of Economic Benefits

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

**ARTICLE XV
ENTIRE AGREEMENT**

Section 25.1.1 Entire Agreement

This AGREEMENT constitutes the complete and entire AGREEMENT between the parties and except as stated in Section 24.1.1 "Maintenance of Economic Benefits", concludes collective bargaining between the parties for its term. This AGREEMENT supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this AGREEMENT. If a past practice is not addressed in this AGREEMENT, it may be changed by the CITY as provided in the management rights clause, Article III. The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.

Section 25.2.1 Ratification and Amendment

This AGREEMENT shall become effective June 20, 2022 after having been ratified by the CITY Council and the CHAPTER and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**ARTICLE XXVI
TERMINATION**

Section 26.1.1 Termination

This AGREEMENT shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days that it desires to modify this AGREEMENT. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this AGREEMENT, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

Executed this June 20, 2022 after being reviewed and approved by the Mayor and CITY Council.

METROPOLITAN ALLIANCE OF
POLICE, DARIEN CHAPTER #48

CITY OF DARIEN

Keith George,
President M.A.P.

Joe Marchese
Mayor

President Darien Police Chapter

City of Darien

**APPENDIX A
WAGE SCHEDULE**

All below salaries shall be retroactive for all hours compensated from 05/01/2022 and any retroactive pay earned as a result of the above increases in wages and other benefits shall be paid by the CITY to all current members and all former members who have retired or resigned in good standing. Retroactive pay shall be in accordance with Section 6.6.1 of this AGREEMENT.

The hourly rate of pay is calculated based on dividing a member’s annual salary by 2080 hours. The hourly rate shall be carried out to the fourth decimal rounding up from the fifth decimal regardless of standard mathematical rounding rules.

	05/01/22		05/01/23		05/01/24		05/01/25	
% Increase	4.000%		3.000%		3.000%		3.000%	
Starting	\$ 74,031.47	\$35.59	\$ 76,252.42	\$36.66	\$ 78,539.99	\$37.76	\$ 80,896.19	\$38.89
1 Year	\$ 79,074.86	\$38.02	\$ 81,447.11	\$39.16	\$ 83,890.52	\$40.33	\$ 86,407.24	\$41.54
2 Year	\$ 84,118.28	\$40.44	\$ 86,641.83	\$41.65	\$ 89,241.08	\$42.90	\$ 91,918.31	\$44.19
3 Year	\$ 89,161.68	\$42.87	\$ 91,836.53	\$44.15	\$ 94,591.62	\$45.48	\$ 97,429.37	\$46.84
4 year	\$ 94,205.04	\$45.29	\$ 97,031.19	\$46.65	\$ 99,942.13	\$48.05	\$ 102,940.39	\$49.49
5 year	\$ 99,248.46	\$47.72	\$ 102,225.91	\$49.15	\$ 105,292.69	\$50.62	\$ 108,451.47	\$52.14
6 year	\$ 104,291.86	\$50.14	\$ 107,420.61	\$51.64	\$ 110,643.23	\$53.19	\$ 113,962.53	\$54.79
7 year	\$ 109,335.24	\$52.57	\$ 112,615.30	\$54.14	\$ 115,993.76	\$55.77	\$ 119,473.57	\$57.44
11 year	\$ 111,521.95	\$53.62	\$ 114,867.60	\$55.22	\$ 118,313.63	\$56.88	\$ 121,863.04	\$58.59
19 year	\$ 115,895.36	\$55.72	\$ 119,372.22	\$57.39	\$ 122,953.38	\$59.11	\$ 126,641.98	\$60.89

	05/01/22		05/01/23		05/01/24		05/01/25	
% Increase	4.000%		3.000%		3.000%		3.000%	
Probationary Sergeant	\$ 133,841.54	\$64.35	\$ 137,856.79	\$66.28	\$ 141,992.49	\$68.27	\$ 146,252.27	\$70.31
Sergeant	\$ 135,652.12	\$65.22	\$ 139,721.68	\$67.17	\$ 143,913.33	\$69.19	\$ 148,230.73	\$71.26

In light of the current unprecedented inflation and related economic political uncertainty, years two (05/01/23), three (05/01/24) and four (05/01/25) is dependent on Consumer Price Index – Urban results for the 12 month period ending in March. CPI-U means the U.S. Department of Labor Consumer Price Index for Chicago, Naperville & Elgin.

1. If the CPI-U for the preceding 12 month period ending March 31, 2023, March 31, 2024, or March 31, 2025 is 5% or greater, the wage increase for the next contract year shall be 4%.
2. If the CPI-U for the preceding 12 month period ending March 31, 2023, March 31, 2024, or March 31, 2025 is less than 5%, the wage increase for the next contract year shall be 3%, even if the CPI-U for the 12 months (ending in March) preceding that contract year falls to less than 3%.

**APPENDIX B
SENIORITY LIST**

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Hire/Promotion Date</u>
Liss	Steven	Sergeant	08/04/1998 11/19/2012
Skweres	Nicholas	Sergeant	09/25/2002 10/19/2015
Lorek	Michael	Sergeant	09/27/2001 08/22/2016
Jump	John	Sergeant	03/25/2009 08/10/2019
Kosieniak	Geoff	Sergeant	09/28/1999 01/22/2022
Stutte	Richard	Officer	09/17/1998
Hellmann	Rick	Officer	09/27/2000
Yeo	Kevin	Officer	07/10/2001
Glomb	Brette	Officer	09/27/2001
Simek	Jeffrey	Officer	09/25/2002
Hruby	Anton	Officer	08/18/2004
Throm	Lauren	Officer	11/10/2004
Parris	Jennifer	Officer	01/03/2007
Rumick	Douglas	Officer	09/10/2008
Keough	Keith	Officer	03/25/2009
Milazzo	David	Officer	12/08/2010
Dollins	Jennifer	Officer	01/02/2014
Pastick	Joseph	Officer	03/26/2014
Rundell	Matthew	Officer	09/01/2015
Somogye	Luke	Officer	09/25/2015
Versis	Simon	Officer	07/24/2017
Jairala	Jason	Officer	01/15/2018
Giza	Matthew	Officer	03/26/2018
O'Brien	Justin	Officer	06/20/2018
Noga	Paulina	Officer	09/09/2019
Kano	Konrad	Officer	01/02/2020
Nelson	Nicholas	Officer	01/02/2020
Servin	Nelson	Officer	07/24/2020
Cachro	Maciej	Officer	09/14/2020
Oplawski	Chris	Officer	01/18/2021
Dlugopolski	Kris	Officer	11/15/2021

APPENDIX C ISSUED EQUIPMENT

The following equipment will be issued by the CITY to newly appointed officers of the Darien Police Department.

- 3 long sleeve uniform shirts
- 3 short sleeve uniform shirts
- 3 pairs uniform trousers
- 1 pair Class A uniform pants
- 1 pair black uniform shoes or boots
- 3 uniform hats (seasonal)
- 3 ties
- 1 tie bar
- 3 name plates
- 1 uniform leather or Gore-Tex Winter jacket
- 1 Lightweight jacket
- 1 raincoat and hat cover
- Gun belt
- Holster
- Handcuffs and handcuff case
- Keepers
- Magazine pouch
- Flashlight
- Flashlight holder
- Key holder
- Reflective traffic vest
- Pepper Spray and Carrier
- Ballistic Vest
- Glove Pouch
- Taser Holster
- Glock 22, .40 caliber

Once a probationary officer has completed Step 4 of the Field Training and Evaluation Program the CITY will purchase two additional long sleeve shirts, two additional short sleeve shirts and two pair of uniform trousers.

The Glock pistol, magazines and accessories as well as the Glock holster provided by the CITY shall be returned to the CITY upon termination of employment regardless of seniority of the member.

AGENDA MEMO
City Council
June 20, 2022

ISSUE STATEMENT

Approval of a resolution accepting a Storm Sewer Easement from the following property:

8422 Carriage Green Dr. 09-33-301-003

RESOLUTION

BACKGROUND/HISTORY

The property owners' at 8422 Carriage Green Dr. have agreed to grant a storm sewer easement to the City as part of rear yard drainage project. The scope of work includes installing an under drain pipe through the proposed side yard easement of the participating property and connect to a storm sewer structure located on Carriage Green Dr. The easement is required to install a drain-tile pipe to rid the rear yard area of nuisance ponding and provide positive drainage.

The plat requires City Council approval and will be recorded by DuPage County. The property owners have agreed to dedicate a storm sewer easement as per the attached Plat of Easement labeled as [Exhibit A](#):

8422 Carriage Green Dr. 09-33-301-003

STAFF RECOMMENDATION

The Municipal Services Committee has not reviewed this item. Due to the timing, Staff is requesting consideration from the City Council to proceed.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the June 20, 2022 City Council, New Business agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A STORM SEWER EASEMENT FROM THE FOLLOWING PROPERTIES: 8422 CARRIAGE GREEN DRIVE 09-33-301-003

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a Storm Sewer Easement from the following property: 8422 Carriage Green Drive 09-33-301-003, a copy of which is attached here to as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of June 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of June 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •



SCHOMIG LAND SURVEYORS, LTD.

PLAT OF GRANT OF STORM WATER EASEMENT

909 EAST 31ST STREET
 LA GRANGE PARK, ILLINOIS 60526
 SCHOMIG-SURVEY@SBCGLOBAL.NET
 WWW.LAND-SURVEY-NOW.COM
 PHONE: 708-352-1452
 FAX: 708-352-1454

THE NORTH 5.00 FEET OF LOT 83 IN CARRIAGE WAY WEST UNIT 1-B BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1969 AS DOCUMENT R69-24359 AND RE-RECORDED OCTOBER 24, 1969 AS DOCUMENT NUMBER R69-46617 AND FEBRUARY 16, 1970 AS DOCUMENT NUMBER R70-4798 AND CERTIFICATES OF CORRECTION FILED NOVEMBER 25, 1970 AS DOCUMENT NUMBER R70-43104 AND MARCH 15, 1971 AS DOCUMENT NUMBER R71-9299, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 8422 CARRIAGE GREEN DRIVE, DARIEN.

OWNERS CERTIFICATE
 8422 CARRIAGE GREEN DRIVE
 DARIEN, ILLINOIS 60561
 PIN 09-33-301-003

STATE OF ILLINOIS) ss.
 COUNTY OF DU PAGE)

WE, DAVID & KIMBERLY CAJTHAM, DO HEREBY CERTIFY WE ARE THE OWNERS, OF THE PROPERTY DESCRIBED AS:

THE NORTH 5.00 FEET OF LOT 83 IN UNIT 1-B CARRIAGE WAY WEST BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 33 TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 4, 1969 AS DOCUMENT R69-24359 AND RE-RECORDED OCTOBER 24, 1969 AS DOCUMENT NUMBER R69-46617 AND FEBRUARY 16, 1970 AS DOCUMENT NUMBER R70-4798 AND CERTIFICATES OF CORRECTION FILED NOVEMBER 25, 1970 AS DOCUMENT NUMBER R70-43104 AND MARCH 15, 1971 AS DOCUMENT NUMBER R71-9299, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR STORM WATER DRAINAGE PURPOSES DESCRIBED AS THE NORTH 5 FEET (EXCEPT THE WEST 10.00 FEET THEREOF) OF LOT 83 AS DESCRIBED IN THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____ A.D. 20__

OWNER: _____
 DAVID CAJTHAM

OWNER: _____
 KIMBERLY CAJTHAM

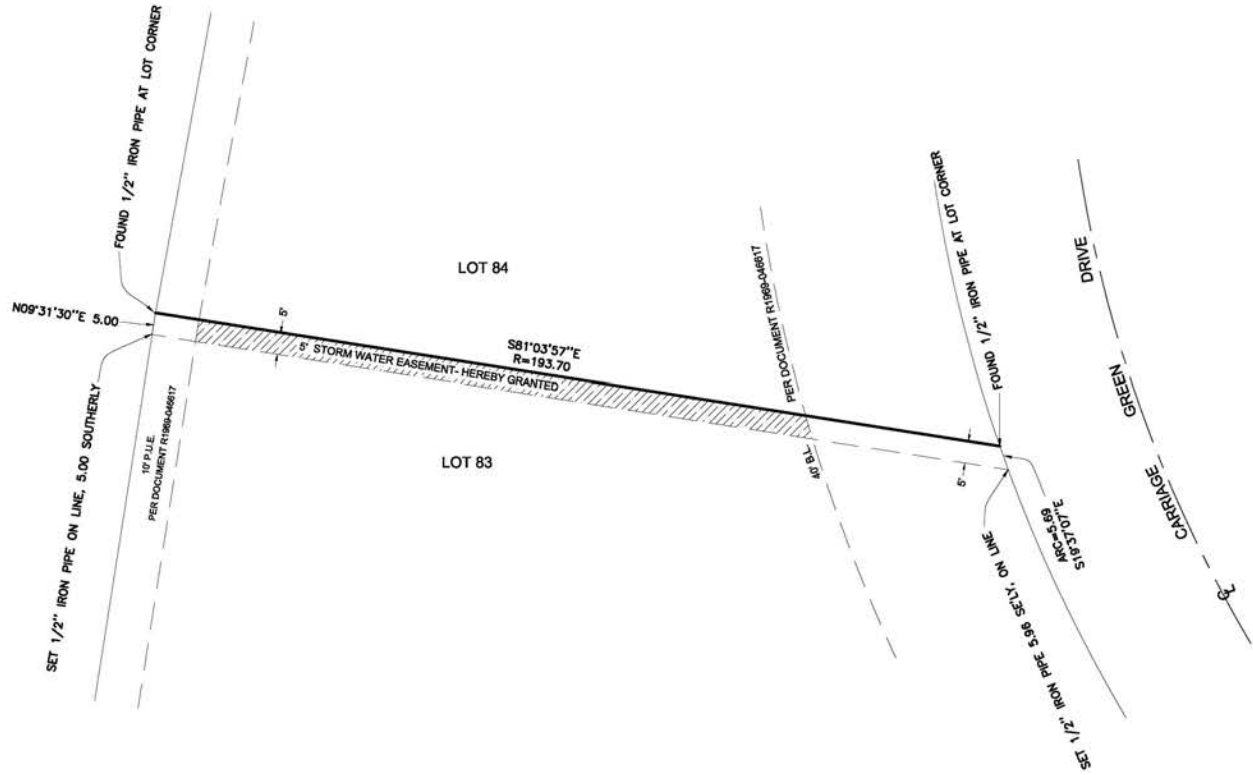
OWNERS NOTARY
 8422 CARRIAGE GREEN DRIVE
 DARIEN, ILLINOIS 60561
 PIN 09-33-301-003

STATE OF ILLINOIS) ss.
 COUNTY OF DU PAGE)

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT DAVID & KIMBERLY CAJTHAM ARE PERSONALLY KNOWN BY ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED OWNERSHIP OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNERS, HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF STORM WATER DRAINAGE EASEMENT TO BE PREPARED AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR USES AND THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 20__

BY: _____
 NOTARY PUBLIC.



- LEGEND
- M. = MEASURED DIMENSION
 - R. = RECORDED DIMENSION
 - C. = CENTER LINE
 - B.L. = BUILDING LINE
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT

STATE OF ILLINOIS) ss.
 COUNTY OF COOK)

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



LICENSE EXPIRATION
 11-30-2022

BY: Russell W. Schomig
 PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

SURVEY DATE: MAY 13TH, 2022.

ORDERED BY: CITY OF DARIEN FILE: 211110.CRD

PLAT NUMBER: 029855-E & 212315 & H26-244 SCALE: 1" = 20'

AGENDA MEMO
City Council
June 20, 2022

ISSUE STATEMENT

A resolution to approve an Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District NO. 86 and the City of Darien for the Reciprocal Reporting of Criminal Offenses Committed by Students.

RESOLUTION

BACKGROUND/HISTORY

The School District and the City of Darien Police Department (“Department”) have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the School District to have a reciprocal reporting system between the School District and the Department regarding criminal offenses committed by students enrolled in the School District.

The *Family Educational Rights and Privacy Act* (20 USC 1232g(b)) provides that confidential student record information may be disclosed without parental consent to state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to State statute if (1) the allowed reporting or disclosure concerns the juvenile justice system and such system’s ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the officials and authorities to whom such information is disclosed certify in writing to the educational agency or institution that the information will not be disclosed to any other party except as provided under State law without the prior written consent of the parent of the student.

The *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) provides that confidential student record information may be disclosed without parental consent to juvenile authorities when necessary for the discharge of their official duties who request information prior to the adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided by law or order of court; and further defines juvenile authorities, which definition includes, but is not limited to, judges, probation officers, law enforcement officers and prosecutors, and individuals authorized by court.

The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Department for the purpose of reciprocal reporting of criminal offenses committed by students. The Department shall likewise designate an administrative contact person to act as a liaison between the Department and the School District for the purpose of reciprocal reporting of criminal offenses committed by students.

Attorney John Murphey has reviewed the IGA and advised it is appropriate if the City chooses to enter the agreement.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the agreement.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the June 20, 2022 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND THE
CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL
AGREEMENT FOR THE RECIPROCAL REPORTING OF CRIMINAL
OFFENSES COMMITTED BY STUDENTS BETWEEN
THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL
DISTRICT NO. 86 AND THE CITY OF DARIEN**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to Execute an Intergovernmental Agreement for the reciprocal reporting of criminal offenses committed by students between the Board of Education of Hinsdale Township High School District NO. 86 and the City of Darien, a copy of which is attached hereto as **“Exhibit A”**.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS,** this 20th day of June, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS,** this 20th day of June, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86
AND
THE CITY OF DARIEN**

**FOR THE
RECIPROCAL REPORTING OF CRIMINAL OFFENSES
COMMITTED BY STUDENTS**

THIS AGREEMENT is by and between the BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86, DUPAGE AND COOK COUNTIES, ILLINOIS (hereinafter referred to as "School District" or "District") and the CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS (hereinafter referred to as "the Department") (collectively the "Parties").

WITNESSETH:

WHEREAS, the Department has responsibility for law enforcement within the boundaries of the School District or a portion thereof; and

WHEREAS, the School District and the Department have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the School District to have a reciprocal reporting system between the School District and the Department regarding criminal offenses committed by students enrolled in the School District; and

WHEREAS, this Agreement is authorized by the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois; and

WHEREAS, Section 10-20.14 of *The School Code* mandates and authorizes that the School District's parent-teacher advisory committee develop and maintain, along with the School Board, a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, the *Family Educational Rights and Privacy Act* (20 USC 1232g(b)) provides that confidential student record information may be disclosed without parental consent to state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to State statute if (1) the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the officials and authorities to whom such information is disclosed certify in writing to the educational agency or institution that the information will not be disclosed to any other party except as provided under State law without the prior written consent of the parent of the student; and

WHEREAS, in furtherance of the foregoing, the *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) provides that confidential student record information may be disclosed

without parental consent to juvenile authorities when necessary for the discharge of their official duties who request information prior to the adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided by law or order of court; and further defines juvenile authorities, which definition includes, but is not limited to, judges, probation officers, law enforcement officers and prosecutors, and individuals authorized by court.

WHEREAS, the Parties wish to memorialize the authority and parameters of their exchanges of information and the necessary written certification pursuant to the foregoing State and federal laws.

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the School District and the Department hereby agree as follows:

1. LIAISON

The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Department for the purpose of reciprocal reporting of criminal offenses committed by students. The Department shall likewise designate an administrative contact person to act as a liaison between the Department and the School District for the purpose of reciprocal reporting of criminal offenses committed by students.

2. CRIMINAL OFFENSES/REPORTING AND RECORDS DISCLOSURE

A. The School District will release information to the Department as follows:

- 1) The School District shall report to the Department specific conduct of students when required by law, including, but not limited to, possession of firearms on school property (105 ILCS 5/10-27.1A), battery of a staff member (105 ILCS 5/10-21.7), or defined drug incidents on school property (105 ILCS 127/).
- 2) Whenever the School District receives information that a student may have committed a criminal offense on school grounds, off school grounds, at a school sponsored activity, or against school personnel, the School District liaison may notify the Department liaison, subject to any limitations imposed by law.
- 3) The School District may release student record information to the Department in an emergency when necessary to protect the health or safety of the student or other individuals.

To the extent information reported by the School District to the Department constitutes a student record or is derived from a school student record, the School District will provide prior written notice to the student's parents, or the student if applicable, when required by law.

B. The Department will release information as follows:

Whenever the Department receives information that a student may have committed a criminal offense, as limited by Section 2.E and 2.F of this Agreement, if applicable, the Department liaison shall notify the School District liaison. In addition, the Department shall notify the School District liaison if the Department or an officer believes that there is an imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds.

C. Information reported pursuant to this Agreement shall include information pertaining to activity or suspected activity which would jeopardize the safe, orderly and violence-free environment of a school, including any criminal or gang-related activity.

D. Upon request of the School District, the Department shall provide access to the criminal records of students, subject to the limitations in Section 2.E of this Agreement, if applicable.

E. The Department's provision of and the School District's access to the Department's records relating to a minor who has been arrested before his or her 18th birthday, for purposes of inspection and copying of said records, shall be limited to situations in which the Department believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds, and the records shall pertain to minors enrolled in the School District who have been arrested or taken into custody for any of the following offenses:

- (i) any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012 (i.e., weapons violations);
- (ii) a violation of the Illinois Controlled Substances Act;
- (iii) a violation of the Cannabis Control Act;
- (iv) a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 (e.g., murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery and any other felony that involves the use or threat of physical force or violence);
- (v) a violation of the Methamphetamine Control and Community Protection Act;
- (vi) a violation of Section 1-2 (harassment through electronic communications) of the Harassing and Obscene Communications Act;
- (vii) a violation of the Hazing Act (recategorized and renumbered as Section 12C-50 of the *Criminal Code*); or

- (viii) a violation of Section 12-1 (assault), 12-2 (aggravated assault), 12-3 (battery), 12-3.05 (aggravated battery), 12-3.1 (battery of an unborn child; aggravated battery of an unborn child), 12-3.2 (domestic battery), 12-3.4 (violation of an order of protection), 12-3.5 (interfering with the reporting of domestic violence), 12-5 (reckless conduct), 12-7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyberstalking), 25-1 (mob action), or 25-5 (unlawful contact with streetgang members) of the Criminal Code of 1961 or the Criminal Code of 2012.

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the appropriate school official or officials whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. If the designated law enforcement and school officials deem it to be in the best interest of the minor, the student may be referred to in-school or community based social services if those services are available. "Rehabilitation services" may include interventions by school support personnel, evaluation for eligibility for special education, referrals to community-based agencies such as youth services, behavioral healthcare service providers, drug and alcohol prevention or treatment programs, and other interventions as deemed appropriate for the student.

- F.** Except as provided in 2.E. and 2.H, the Department's provision of and the School District's access to the Department's information relating to a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the appropriate school official or officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the local law enforcement officials shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record. For purposes of this paragraph, "investigation" means an official systematic inquiry by the Department or any other law enforcement agency into actual or suspected criminal activity.

The limitations of this paragraph and paragraph 2.E shall be expanded or further restricted in accordance with any subsequent amendments to the *Juvenile Court Act of 1987* (705 ILCS 405/1-7, 5-905) or other laws.

- G.** Pursuant to 705 ILCS 405/5-901(1)(b)(v), court files of juvenile delinquency proceedings, redacted to remove any information identifying the victim or alleged victim of any sex offense, will be disclosed to the School District if the District provides educational, medical or mental health services to the juvenile and disclosure is necessary for the discharge of the District's official duties.
- H.** Notwithstanding the restrictions in Section 2.E above on the provision of and access to the Department's records, in accordance with Section 22-20 of *The School Code* (105 ILCS 5/22-20), the Department shall report to the Principal or

School District liaison, if identified as designee for the School District's principals, whenever a child enrolled therein is detained for proceedings under the *Juvenile Court Act of 1987*, as heretofore and hereafter amended, or for any criminal offense or any violation of a municipal ordinance. The report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the Principal School District liaison of developments and the disposition of the matter. The information transmitted to the School District pursuant to this paragraph shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. Such information shall be used solely by the appropriate school official or officials whom the School District has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of the students and employees in the school.

- I. The Department's duty to disclose information and documents to the School District pursuant to the law and this Agreement shall be separate from and in addition to the duty of the State's Attorney to provide information to the School District pursuant to Section 5-901 of the *Juvenile Court Act of 1987* (705 ILCS 405/5-901) regarding adjudications of delinquency.
- J. Pursuant to the *Juvenile Court Act of 1987* (705 ILCS 405/5-901), following any adjudication of delinquency for a crime which would be a felony if committed by an adult, or following any adjudication of delinquency for a violation of Section 24-1, 24-3, 24-3.1, or 24-5 of the Criminal Code of 1961 or the Criminal Code of 2012, the State's Attorney shall ascertain whether the minor respondent is enrolled in school in the District and, if so, shall provide a copy of the sentencing order to the principal of the school. Access to such juvenile records shall be limited to the principal of the school and any school counselor designated by him or her.
- K. Nothing contained in this Agreement is intended to prevent the sharing or disclosure of information or records relating or pertaining to juveniles subject to the provisions of the Serious Habitual Offender Comprehensive Action Program when that information is used to assist in the early identification and treatment of habitual juvenile offenders and such sharing is otherwise allowed by law.
- L. In accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10-1 et seq.) and other applicable federal and Illinois law, if the City commences usage of officer-worn body cameras, the City shall provide to the District a copy of the Police Department's written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Police Department's policy for when the cameras will be turned on while an officer is on duty in the schools and the expectations of privacy of the District's students, invitees, and employees, and the District and City shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the City and for access by the District as otherwise allowed by law.

3. CONFIDENTIALITY

Any and all information received by the School District as a result of this Agreement shall be kept confidential by the School District as and to the extent required by law. In accordance with the *Illinois School Student Records Act* (ISSRA) and the regulations implementing the federal *Family Educational Rights and Privacy Act* (34 C.F.R. 99) (FERPA), any and all information constituting student records or education records under those laws that is received by the Department as a result of this Agreement shall be kept confidential by the Department and shall not be disclosed by the Department to another party, except as provided under state and federal law, without the prior written consent of the parent of the student (or consent of the student if he or she has assumed rights under the law). This representation shall be deemed to constitute the written certification by the Department, as required by ISSRA and FERPA, to acknowledge and agree to the Department's ongoing compliance with the confidentiality requirements related to receipt of student record information pursuant to this Agreement.

4. TERM

The parties to this Agreement understand and agree that this Agreement shall commence the day and year on which the Agreement is signed by all parties. This Agreement shall remain in effect from year-to-year thereafter, as may be modified pursuant to Section 6 of this Agreement, until terminated by written notice of either party. The Parties shall review and discuss the terms of this Agreement every two years, with the first such review to occur at the end of the 2023-2024 school term.

5. NOTIFICATION

- A. Any and all notices required hereunder to be sent to the School District shall be served in writing to the following address:

Office of the Superintendent
Hinsdale Township High School District No. 86
5500 S. Grant Street
Hinsdale, IL 60521

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice delivered to an employee of the School District at its District administration office during the regular business hours of said office.

Any and all notices required hereunder to be sent to the Department shall be served in writing to the following address:

To the City:
City of Darien Police Department
1710 Plainfield Rd.
Darien, IL 60561
Attn: Chief of Police

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice delivered to an employee of the Department at its administration office during the regular business hours of said office.

6. MODIFICATION

The agreements, covenants, terms and conditions herein contained may be modified only through written mutual consent of the parties hereto.

7. ASSIGNMENT

Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year the Agreement is fully executed by both Parties.

BOARD OF EDUCATION

CITY OF DARIEN

**HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT NO. 86
DUPAGE AND COOK COUNTIES,
ILLINOIS**

DUPAGE COUNTY, ILLINOIS

By: _____
Its President

By: _____
Its Mayor

Date: _____

Date: _____

Attest: _____
Secretary

Attest: _____
City Clerk

AGENDA MEMO
City Council
June 20, 2022

ISSUE STATEMENT

A resolution accepting a proposal from EJ Equipment, Inc., for a lease agreement of a vactor truck for hydro excavation at various locations throughout the City for buffalo box repairs during the meter replacement program, at the proposed unit price and not to exceed \$72,000.

RESOLUTION

BACKGROUND

City Staff continues preparing for the citywide meter replacement program. As part of preventative maintenance the buffalo box (water shutoff) located at the street/property line is located and exercised should the water need to be shutoff to the property. The proposed method of jet vacuuming is a less destructive method than traditional excavation. The vacuum system allows Staff to create approximately a 12-inch diameter hole at the b-box location, remove, and replace the b-box. The traditional method has been excavating with a backhoe and which requires a larger excavation, spoils and restoration. The proposed vactor truck will provide savings through eliminating or reducing excavated spoils, backfill material, hauling, dump expenses and restoration. Please note there will be situations that will still require a full excavation.

Staff has identified approximately 80 b-boxes that require jet vacuuming. Please recall the same equipment was utilized earlier in the year under FY 21-22 Budget. Staff had identified approximately 100 b-boxes that were repaired under the last round. Staff is proposing to rent the vactor truck on a monthly basis and anticipates that the equipment will be required up to 6 months at various intervals throughout 2022.

Staff had requested proposals for the specialized equipment and received the following two quotes.

VENDOR	MONTHLY RATE
EJ Equipment, Inc.	\$ 12,000.00
Standard Equipment	\$ 14,168.00

The 22/23 Budget includes funds for the rental of the vactor truck and would be expended from the following line item account. The cost for the monthly rental is \$12,000 and the frequencies would not exceed 6 various monthly rentals.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22-23 BUDGET	PROPOSED EXPENDITURE	BALANCE
50-4231	Maintenance Water System	\$81,000	\$72,000	\$ 9,000

STAFF RECOMMENDATION

A resolution accepting a proposal from EJ Equipment, Inc., for a lease agreement of a vactor truck for hydro excavation at various locations throughout the City for buffalo box repairs during the meter replacement program, at the proposed unit price and not to exceed \$72,000.

Vactor Truck Rental

June 20, 2022

Page 2

COMMITTEE RECOMMENDATION

This item was not reviewed by the Municipal Services Committee due to timing constraints and will be placed on New Business for the June 20, 2022 City Council Meeting

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the June 20, 2022 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM EJ EQUIPMENT, INC., FOR A LEASE AGREEMENT OF A VACTOR TRUCK FOR HYDRO EXCAVATION AT VARIOUS LOCATIONS THROUGHOUT THE CITY FOR BUFFALO BOX REPAIRS DURING THE METER REPLACEMENT PROGRAM, AT THE PROPOSED UNIT PRICE AND NOT TO EXCEED \$72,000

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from EJ Equipment, Inc. for a lease agreement of a vactor truck for hydro excavation at various locations throughout the City for buffalo box repairs during the meter replacement program, at the proposed unit price and not to exceed \$72,000, attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of June 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of June 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

E.J. EQUIPMENT LEASE**SUMMARY OF BASIC LEASE PROVISIONS**

- A. Equipment for Lease: **Vac-Con Combination Machine**
Equipment Serial No.: **01219029**
Chassis Year, Make, & Model: **2021 Western Star 4700**
Chassis VIN No.: **5KKHAVDV6LLLH5682**
- B. Lessor and Current Address:
E.J. Equipment, Inc.
P.O. Box 665
6949 N. 3000 E. Rd.
Manteno, IL 60950
- C. Lessee and Current Address:
CITY OF DARIEN
1041 S FRONTAGE ROAD
DARIEN, IL 60561
- D. Date of Lease: **June 1st, 2022¹**
- E. Length of Lease: **TBD**
- F. Delivery/Pick-Up Charge: **Included**
- G. Rental Rates: **\$800 Daily / \$3,500 Weekly / \$12,000 Monthly**
- H. Value of Equipment **\$450,000.00**

CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014