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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**

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**Revised Agenda of the Regular Meeting**

of the City Council of the

CITY OF DARIEN

May 1, 2023

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 — [April 17, 2023](#)
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 — [22-23-25](#)
  - B. Warrant Number — [23-24-01](#)
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 [Recommend Zoning Ordinance Revisions Pertaining to Short-Term Rentals to the Planning and Zoning Commission](#) for Public Hearing and Commission Review
  - B. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Steve Piper and Sons, Inc., for [Tub Grinding Services](#) in an Amount not to Exceed \$6,200.00
  - C. Consideration of a Motion to Approve a Resolution Authorizing 11 Private Property [Rear Yard Storm Water Management Assistance Projects](#) in the Amount of \$97,011.21 of City Funds
  - D. Consideration of a Motion to Approve a Resolution Accepting a Quote from Terrain Landscape Contractors, for the [Darien Clock Tower Maintenance Project](#) at the Northeast Corner of Plainfield and Cass Ave for Fountain Maintenance, Wall Removal and Replacement, Resetting of the Pavers and Electrical Upgrades with Modified Lighting in an Amount not to Exceed \$74,875.00
  - E. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute a [Collective Bargaining Agreement between the City of Darien and the International Union of Operating Engineers, Local 150-Public Employees Division](#) - (May 1, 2023 through April 30, 2028)
  
17. New Business
  - A. Oath of Office:
    - Mayor – Joseph A. Marchese
    - Treasurer – Michael J. Coren
    - City Clerk – JoAnne E. Ragona
    - Alderman Ward 2 – Ralph Stompanato
    - Alderman Ward 4 – Gerard “Gerry” Leganski
    - Alderman Ward 6 – Eric K. Gustafson
  - B. Consideration of a Motion to Approve a Resolution [Commending Alderman Tom Chlystek for his Contributions to the City of Darien](#), DuPage County, Illinois
  - C. Consideration of a Motion to Approve a Resolution [Commending Alderman Lester Vaughan for his Contributions to the City of Darien](#), DuPage County, Illinois
  - D. Consideration of a Motion to Advice and Consent to [Mayor Marchese’s Council Committee Appointments and Chairman Thereof](#)
  - E. Consideration of a Motion to Approve the [Reappointment of Department Heads](#): Greg Thomas, Police Chief; and Daniel Gombac, Director of Municipal Services
  - F. Consideration of a Motion to Approve a Resolution Approving an [Employee Leasing Agreement with GovTempUSA, LLC \(Bryon Vana, City Administrator\)](#)
  
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

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE APRIL 17, 2023 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:14 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**April 17, 2023**

**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 Clerk Ragona was as follows:

Present:            Thomas J. Belczak                                Eric K. Gustafson  
                         Thomas M. Chlystek                             Mary Coyle Sullivan  
                         Joseph A. Kenny

Absent:             Ted V. Schauer  
                         Lester Vaughan

Also in Attendance: Joseph Marchese, Mayor  
JoAnne E. Ragona, City Clerk  
Michael J. Coren, City Treasurer  
Bryon Vana, City Administrator  
Gregory Thomas, Police Chief  
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**

Dave Kaduk inquired about progress made to curtail speeding on 67<sup>th</sup> Street. Director Gombac provided an update on the speed study; based on results no further measures are necessary. Chief Thomas commented officers are monitoring 67<sup>th</sup> Street daily. Discussion ensued regarding speed study results, signage, cost share program, crosswalks, bollards and traffic signal at 67<sup>th</sup> Street & Clarendon Hills Road.

6. **APPROVAL OF MINUTES**

A. Administrative/Finance Committee-of-the-Whole, February 22, 2023

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to approve the minutes of the Administrative/Finance Committee-of-the-Whole Meeting of February 22, 2023.

Roll Call: Ayes: Belczak, Gustafson, Sullivan

Abstain: Chlystek, Kenny

Nays: None

Absent: Schauer, Vaughan

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

B. Administrative/Finance Committee-of-the-Whole, February 28, 2023

It was moved by Alderman Kenny and seconded by Alderman Gustafson to approve the minutes of the Administrative/Finance Committee-of-the-Whole Meeting of February 28, 2023.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Sullivan

Nays: None

Absent: Schauer, Vaughan

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

C. City Council Meeting, April 3, 2023

It was moved by Alderman Belczak and seconded by Alderwoman Sullivan to approve the minutes of the City Council Meeting of April 3, 2023.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Sullivan

Nays: None

Absent: Schauer, Vaughan

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderwoman Sullivan...

...received communication from Patricia Jason regarding mattress/furniture along North Frontage Road. Municipal Services was notified; items were removed.

...commented about ongoing communication pertaining to North Frontage Road issues; IDOT project will take place in next two years. Alderwoman Sullivan has reached out to Senator John Curran's office to expedite process.

Alderman Kenny received communication from Lee Lowery, Walden Lane, regarding dead skunk on private property.

8. **MAYORS REPORT**

**A. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF JOHN M. BRESLIN TO THE POLICE PENSION BOARD**

It was moved by Alderman Belczak and seconded by Alderman Gustafson to approve the motion as presented.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Sullivan  
Nays: None  
Absent: Schauer, Vaughan

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

**B. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF JOHN J. ARMELLINO TO THE BOARD OF FIRE AND POLICE COMMISSIONERS**

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to approve the motion as presented.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Sullivan  
Nays: None  
Absent: Schauer, Vaughan

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

**C. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF ROBERT ERCK AND SYLVIA MCIVOR TO THE ENVIRONMENTAL COMMITTEE**

It was moved by Alderman Belczak and seconded by Alderman Gustafson to approve the motion as presented.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Sullivan  
Nays: None  
Absent: Schauer, Vaughan

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

Clerk Ragona administered the Oath of Office to John J. Armellino and Sylvia McIvor.

**D. ROBYN WHEELER GRANGE, DIRECTOR, OFFICE OF COMMUNITY ENGAGEMENT – ARGONNE NATIONAL LABORATORY**

Robyn Wheeler Grange stated mission of her department is to build relationships with the community and region. She explained Argonne National Laboratory is about accelerating science & technology for the purposes of advancing United States economic prosperity and national security. The primary thrust is scientific discovery with focuses in energy & climate solutions, cutting-edge research, security, and developing scientific leaders. She commented on laboratory funding, employees and locations. She extended invitation to community to attend Open House on May 20. Due to overwhelming interest, she encouraged all to join the wait list and to let her know if interested in attending. She commented and addressed questions regarding seminars, youth engagement programs, background checks, short-term rentals, electronic vehicle readiness/infrastructure, and nuclear waste disposal.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT – NO REPORT**

Alderman Kenny received email from Courtney Mayberry regarding deadline to apply for STOP School Violence Grant; Chief Thomas is looking into grant.

**B. MUNICIPAL SERVICES – NO REPORT**

12. **TREASURER’S REPORT**

**A. WARRANT NUMBER 22-23-24**

It was moved by Alderman Belczak and seconded by Alderwoman Sullivan to approve payment of Warrant Number 22-23-24 in the amount of \$451,379.13 from the

enumerated funds, and \$267,140.83 from payroll funds for the period ending 04/06/23 for a total to be approved of \$718,519.96.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Sullivan,

Nays: None

Absent: Schauer, Vaughan

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

**B. MONTHLY REPORT – FEBRUARY 2023**

**C. MONTHLY REPORT – MARCH 2023**

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of March 2023.

General Fund: Revenue \$17,996,750; Expenditures \$11,907,257;  
Current Balance \$8,988,428

Water Fund: Revenue \$6,660,506; Expenditures \$6,557,961;  
Current Balance \$3,549,414

Motor Fuel Tax Fund: Revenue \$1,100,374; Expenditures \$570,897;  
Current Balance \$1,467,512

Water Depreciation Fund: Revenue \$50,446; Expenditures \$3,313,457;  
Current Balance \$493,695

Capital Improvement Fund: Revenue \$1,951,335; Expenditures \$3,600,193;  
Current Balance \$14,024,572

Treasurer Coren noted a three-month pause will be taken in the reporting of monthly reports until audit is completed.

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for May 1, 2023 at 6:00 P.M. Liaison Sullivan noted the Economic Development Committee meeting is scheduled for May, 4, 2023 at 7:00 P.M.

**Municipal Services Committee** – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for April 24, 2023 at 6:00 P.M.



**Police Committee** – Chairman Kenny announced the Police Committee meeting is scheduled for May 15, 2023 at 6:30 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

- A. **RESOLUTION NO. R-38-23 A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AIS, INC. FOR COMPUTER CONSULTING SERVICES IN THE AMOUNT OF \$96,024**
- B. **CONSIDERATION OF A MOTION TO APPROVE ONE ELECTRONICS RECYCLING EVENT WITH THE CITY’S CURRENT REFUSE HAULER, LAKESHORE RECYCLING SYSTEMS, LLC (LRS) IN AN AMOUNT NOT TO EXCEED \$9,800**

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Sullivan

Nays: None

Absent: Schauer, Vaughan

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

17. **NEW BUSINESS**

- A. **CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND AWARDDING A QUOTE FOR THE PURCHASE OF ONE NEW 2022, FORD F-450 CAB AND CHASSIS 4X4 FROM KUNES AUTO GROUP IN THE AMOUNT OF \$131,273.26**

It was moved by Alderman Belczak and seconded by Alderman Kenny to approve the motion as presented.

**RESOLUTION NO. R-39-23      A            RESOLUTION    WAIVING    THE  
COMPETITIVE    BID    PROCESS    AND  
AWARDING A QUOTE FOR THE PURCHASE  
OF ONE NEW 2022, FORD F-450 CAB AND  
CHASSIS 4X4 FROM KUNES AUTO GROUP  
IN THE AMOUNT OF \$131,273.26**

Roll Call:        Ayes:            Belczak, Chlystek, Gustafson, Kenny, Sullivan

                     Nays:            None

                     Absent:          Schauer, Vaughan

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

**B. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION  
AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A  
COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
METROPOLITAN ALLIANCE OF POLICE (MAP) DARIEN POLICE  
CIVILIAN EMPLOYEES CHAPTER #147 UNIT "B" - NON-SWORN  
EMPLOYEES AND THE CITY OF DARIEN (MAY 1, 2023 THROUGH  
APRIL 30, 2026)**

It was moved by Alderman Kenny and seconded by Alderman Belczak to approve the motion as presented.

**RESOLUTION NO. R-40-23      A            RESOLUTION    AUTHORIZING    THE  
MAYOR AND CITY CLERK TO EXECUTE A  
COLLECTIVE BARGAINING AGREEMENT  
BETWEEN        THE        METROPOLITAN  
ALLIANCE OF POLICE (MAP) DARIEN  
POLICE CIVILIAN EMPLOYEES CHAPTER  
#147 UNIT "B" - NON-SWORN EMPLOYEES  
AND THE CITY OF DARIEN (MAY 1, 2023  
THROUGH APRIL 30, 2026)**

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Sullivan  
 Nays: None  
 Absent: Schauer, Vaughan

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

**C. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86 AND THE CITY OF DARIEN AUTHORIZING SCHOOL RESOURCE OFFICER SERVICES 2023 – 2024 & AUTO-RENEWAL**

It was moved by Alderwoman Sullivan and seconded by Alderman Kenny to approve the motion as presented.

Chief Thomas commented agreement has been renewed annually; agreement will now automatically renew.

**RESOLUTION NO. R-41-23**    **A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86 AND THE CITY OF DARIEN AUTHORIZING SCHOOL RESOURCE OFFICER SERVICES 2023 – 2024 & AUTO-RENEWAL**

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Sullivan  
 Nays: None  
 Absent: Schauer, Vaughan

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

**D. CONSIDERATION OF MOTION TO APPROVE A RESOLUTION ACCEPTING A PROPOSAL FROM JC LANDSCAPING AND TREE SERVICE FOR THE PURCHASE AND INSTALLATION OF LANDSCAPE PLANTINGS AND DECORATIVE ROCK FOR THE AILSWORTH AND STEWART OVER LAND FLOW DRAINAGE PROJECT IN AN AMOUNT NOT TO EXCEED \$13,600**

It was moved by Alderman Belczak and seconded by Alderwoman Sullivan to approve the motion as presented.

**RESOLUTION NO. R-42-23 A RESOLUTION ACCEPTING A PROPOSAL FROM JC LANDSCAPING AND TREE SERVICE FOR THE PURCHASE AND INSTALLATION OF LANDSCAPE PLANTINGS AND DECORATIVE ROCK FOR THE AILSWORTH AND STEWART OVER LAND FLOW DRAINAGE PROJECT IN AN AMOUNT NOT TO EXCEED \$13,600**

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Sullivan

Nays: None

Absent: Schauer, Vaughan

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

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

Alderwoman Sullivan inquired about the swearing-in of newly elected officials; Mayor Marchese stated swearing-in will take place at the May 1 City Council Meeting.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:21 P.M.

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Mayor

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City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 04-17-23. Minutes of 04-17-23 CCM.

DRAFT



CITY OF DARIEN

EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
May 1, 2023

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	\$182,010.38
Water Fund	\$78,444.94
Motor Fuel Tax Fund	
Water Depreciation Fund	\$55,224.81
Special Service Area Tax Fund	
Stormwater Management Fund	
E-Citation Fund	
Capital Improvement Fund	8,986.00
State Drug Forfeiture Fund	
Federal Equitable Sharing Fund	\$505.68
DUI Technology Fund	
<b>Subtotal:</b>	<u><u>\$325,171.81</u></u>
General Fund Payroll	\$ -
Water Fund Payroll	\$ -
<b>Subtotal:</b>	<u><u>\$ -</u></u>
<b>Total to be Approved by City Council: <u><u>\$ 325,171.81</u></u></b>	

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 4/18/2023 Through 4/30/2023**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
BRYON VANA	VANA- CELL PHONE ACCESSORIES	AP050123	4267	Telephone	84.83
COMCAST	SIP SERVICE- PD and CH	AP050123	4267	Telephone	473.00
GOVTEMPSUSA LLC	VANA (4-9-23)	AP050123	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (4-16-23)	AP050123	4325	Consulting/Professional	3,415.38
IMPACT NETWORKING, LLC	PW-HP COPIER OVERAGE (3-18-23 thru 4-17-23)	AP050123	4225	Maintenance - Equipment	33.13
ODP BUSINESS SOLUTIONS	PAPER PLATES- CITY HALL	AP050123	4253	Supplies - Office	20.10
ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES -CITY HALL	AP050123	4253	Supplies - Office	86.76
ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES- CITY HALL	AP050123	4253	Supplies - Office	124.13
ODP BUSINESS SOLUTIONS	RED PENS	AP050123	4253	Supplies - Office	9.79
QUADIENT FINANCE USA INC	POSTAGE DOWNLOAD ON 3-27-23	AP050123-3 FY23	4233	Postage/Mailings	1,000.00
				Total Administration	8,662.50

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 4/18/2023 Through 4/30/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
BRYON VANA	REIMBURSEMENT- MEALS /SPRINGFIELD	AP050123	4213	Dues and Subscriptions	122.75
IL STATE POLICE	LIQUOR LICENSE FINGERPRINTING- ALPINE /MAREK J WOSINSKI	AP050123	4205	Boards and Commissions	28.25
				Total City Council	151.00



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 4/18/2023 Through 4/30/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ALKAYE MEDIA GROUP	VIDEO PRODUCTION- HARMI and LAPANZA	AP050123	4240	Economic Development	400.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR INSPECTIONS-SPRING 2023	AP050123	4328	Const/Prof Reimbursable	1,664.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTIONS- SPRING 2023	AP050123	4328	Const/Prof Reimbursable	50.00
O DELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES -MARCH 2023	AP050123	4219	Liability Insurance	1,143.75
ODP BUSINESS SOLUTIONS	METER BOXES FOR BUILDING DEPT	AP050123	4253	Supplies - Office	40.59
				Total Community Development	3,298.34

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 4/18/2023 Through 4/30/2023**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	TRAILER CABLES #316	AP050123	4229	Maintenance - Vehicles	114.98
ADVANCE AUTO PARTS	DISC CALIPER AND PIN FOR 404	AP050123	4229	Maintenance - Vehicles	94.81
ADVANCE AUTO PARTS	GASKET FOR SHOP	AP050123	4229	Maintenance - Vehicles	430.00
ADVANCE AUTO PARTS	OIL PAN FOR STOCK	AP050123	4229	Maintenance - Vehicles	981.34
ADVANCE AUTO PARTS	SOCKETS	AP050123	4229	Maintenance - Vehicles	26.22
ADVANCE AUTO PARTS	SOLDER ROSIN	AP050123	4229	Maintenance - Vehicles	71.40
ADVANCE AUTO PARTS	HOSE CLAMPS	AP050123	4229	Maintenance - Vehicles	22.50
ADVANCE AUTO PARTS	OIL FILTER	AP050123	4229	Maintenance - Vehicles	16.60
ADVANCE AUTO PARTS	SOCKET FOR 408	AP050123	4229	Maintenance - Vehicles	13.11
ADVANCE AUTO PARTS	SEAL	AP050123	4229	Maintenance - Vehicles	7.80
ADVANCE AUTO PARTS	TRIM PANEL RETAINER	AP050123	4229	Maintenance - Vehicles	13.00
ADVANCE AUTO PARTS	RADIATOR	AP050123	4229	Maintenance - Vehicles	224.00
ADVANCE AUTO PARTS	RADIATOR RETURN CREDIT	AP050123	4229	Maintenance - Vehicles	(224.00)
ADVANCE AUTO PARTS	MEGA 32V	AP050123	4229	Maintenance - Vehicles	6.86
ADVANCE AUTO PARTS	PULLEY /TENSION FOR 600	AP050123	4229	Maintenance - Vehicles	152.43
ADVANCE AUTO PARTS	RADIATOR HOSES FOR 403	AP050123	4229	Maintenance - Vehicles	95.12
AEP ENERGY	3017243647- 75TH ST LEGS STREET LGT /CASS DARIEN	AP050123	4271	Utilities (Elec,Gas,Wtr,Sewer)	379.42
AIS	LASER-FISCHE	AP050123	4223	Maintenance - Building	2,590.28
ALTORFER INDUSTRIES INC	NUTS & BOLTS	AP050123	4229	Maintenance - Vehicles	89.12
ALTORFER INDUSTRIES INC	PARTS FOR BACKHOE #406	AP050123	4229	Maintenance - Vehicles	1,538.77
BUTTREY RENTAL SERVICES, INC.	FUEL FOR TRIMMERS	AP050123	4257	Supplies - Other	103.84
BUTTREY RENTAL SERVICES, INC.	TRIMMER LOOP	AP050123	4259	Small Tools & Equipment	1,567.96
CINTAS #769	MAT RENTAL 4-6-23	AP050123	4223	Maintenance - Building	59.42
CINTAS #769	MATT RENTAL -CITY HALL 4-6-23	AP050123	4223	Maintenance - Building	37.10
CINTAS #769	MAT RENTAL-PUBLIC WORKS 4-6-23	AP050123	4223	Maintenance - Building	24.05

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 4/18/2023 Through 4/30/2023**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
COM ED	0788310001 -1041 S FRONTAGE RD, DARIEN	AP050123	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
DYNAMIC IRRIGATION	IRRIGATION WINTERIZATION-CLOCK TOWER	AP050123	4350	Forestry	3,496.00
FOX VALLEY FIRE & SAFETY	SPRINKLER INSPECTION-POLICE DEPT 3-28-23	AP050123	4223	Maintenance - Building	339.00
FOX VALLEY FIRE & SAFETY	SPRINKLER INSPECTION-CITY HALL 3-28-23	AP050123	4223	Maintenance - Building	339.00
FOX VALLEY FIRE & SAFETY	FIRE ALARM SYSTEM SERVICE -POLICE DEPT 3-29-23	AP050123	4223	Maintenance - Building	341.50
FOX VALLEY FIRE & SAFETY	FAID CAT 1 TESTING-POLICE DEPT 3-29-23	AP050123	4223	Maintenance - Building	696.00
FOX VALLEY FIRE & SAFETY	FIRE ALARM01 INSPECTION-POLICE DEPT	AP050123	4223	Maintenance - Building	339.00
FOX VALLEY FIRE & SAFETY	FIRE ALARM INSPECTION	AP050123	4223	Maintenance - Building	264.00
FULTON SIREN SERVICES	2022 ANNUAL SIREN	AP050123	4223	Maintenance - Building	1,372.03
GRAINGER	SAFETY SIGN	AP050123	4223	Maintenance - Building	14.65
GRAINGER	SPRAY PAINT ROLLER	AP050123	4259	Small Tools & Equipment	33.18
INDUSTRIAL SYSTEM LTD	DE-ICING STORAGE TANKS & COMPONENTS	AP050123	4223	Maintenance - Building	6,850.00
INTERSTATE BATTERY SYSTEM	BATTERIES FOR #108	AP050123	4229	Maintenance - Vehicles	372.00
INTERSTATE BILLING SERVICE INC	EMERG TRUCK REPAIR FOR #110	AP050123	4229	Maintenance - Vehicles	2,014.20
INTERSTATE BILLING SERVICE INC	OIL PAN / GASKET FOR 110	AP050123	4229	Maintenance - Vehicles	1,435.00
JSN CONTRACTORS SUPPLY	SAFETY GLASSES & GLOVES	AP050123	4219	Liability Insurance	707.28
KARA COMPANY, INC.	STRIPING STICK /PAINT	AP050123	4257	Supplies - Other	150.15

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 4/18/2023 Through 4/30/2023**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
KUNES COUNTRY FORD	TRUCK PURCHASE- REPLACEMENT FOR #112 (R-39-23)	AP041823	4815	Equipment	131,273.26
LAWSON PRODUCTS INCORPORATED	MAINTENANCE SUPPLIES	AP050123	4225	Maintenance - Equipment	637.78
MARC PISCITELLO	PISCITELLO- CLOTHING	AP050123	4269	Uniforms	252.14
McMASTER-CARR	HYDRO SEEDER PARTS	AP050123	4257	Supplies - Other	334.33
NAPA AUTO PARTS	RAIN -X	AP050123	4229	Maintenance - Vehicles	215.64
NAPA AUTO PARTS	BALL JOINT FOR 404	AP050123	4229	Maintenance - Vehicles	259.60
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN	AP050123	4219	Liability Insurance	47.00
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT SCREEN- SUMMER WORKER	AP050123	4219	Liability Insurance	71.00
ODP BUSINESS SOLUTIONS	ADDRESS STAMP- REGINA	AP050123	4253	Supplies - Office	30.99
RED WING SHOES	MASEK- BOOTS	AP050123	4219	Liability Insurance	203.99
SAFETY-KLEEN SYSTEMS, INC.	WASTE DRUM FOR SHOP	AP050123	4223	Maintenance - Building	221.24
SITE ONE LANDSCAPE SUPPLY	LANDSCAPE SPRINKLER REPAIR	AP050123	4257	Supplies - Other	413.05
SITE ONE LANDSCAPE SUPPLY	LANDSCAPE SPRINKLER REPAIR	AP050123	4257	Supplies - Other	364.85
STATE CHEMICAL SOLUTIONS	MAINTENANCE SUPPLIES	AP050123	4223	Maintenance - Building	477.77
TITAN IMAGE GROUP INC	MASEK -CLOTHING	AP050123	4269	Uniforms	471.00
TOWER WORKS	TOWER INSPECION- 8115 LEMONT (Dish Wireless)	AP050123	4223	Maintenance - Building	1,440.00
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES- POLICE DEPT	AP050123	4223	Maintenance - Building	136.01
				Total Public Works, Streets	164,104.86

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 4/18/2023 Through 4/30/2023**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	BRAKE PADS /ROTOR FOR D38	AP050123	4229	Maintenance - Vehicles	146.87
ADVANCE AUTO PARTS	BRAKE PADS/ ROTOR FOR D9	AP050123	4229	Maintenance - Vehicles	389.44
ADVANCE AUTO PARTS	BRAKE PADS /ROTOR FOR D3	AP050123	4229	Maintenance - Vehicles	389.29
ADVANCE AUTO PARTS	BRAKE PADS /ROTOR FOR D4	AP050123	4229	Maintenance - Vehicles	389.44
BAZOS FREEMAN LLC	ADMIN TOW JUDGE FEE	AP050123	4219	Liability Insurance	275.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- POLICE DEPT	AP050123	4219	Liability Insurance	99.43
ELMHURST OCCUPATIONAL HEALTH	MEDICAL EXAM- PO CANDIDATE CODY M SCHRADER	AP050123	4205	Boards and Commissions	1,081.00
INTERSTATE BATTERY SYSTEM	BATTERIES FOR #108	AP050123	4229	Maintenance - Vehicles	275.00
JASON NORTON	ILEAS CONFERENCE MEALS	AP050123	4265	Travel/Meetings	120.90
KAESER & BLAIR INCORPORATED	TOY GIVE-AWAYS FOR NATIONAL NIGHT OUT	AP050123	4239	Public Relations	271.95
KAESER & BLAIR INCORPORATED	GIVE-AWAYS FOR NATIONAL NIGHT OUT	AP050123	4239	Public Relations	717.00
KIESLER POLICE SUPPLY COMPANY	5 BOXES OF AMMO	AP050123	4217	Investigation and Equipment	126.20
KING CAR WASH	CAR WASHES- MARCH 2023	AP050123	4229	Maintenance - Vehicles	226.00
MCKESSON MEDICAL-SURGICAL GOVT	CPR PADS FOR AED's	AP050123	4219	Liability Insurance	617.70
NORTHEAST MULTIREGIONAL TRNG	SRO VERSIS- TRAINING CLASS	AP050123	4263	Training and Education	80.00
ODELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES -MARCH 2023	AP050123	4219	Liability Insurance	165.00
PORTER LEE CORPORATION	LABELS AND PRINTER RIBBON FOR BEAST	AP050123	4217	Investigation and Equipment	123.62
THEODORE POLYGRAPH SERVICE	POLYGRAPH- PO CANDIDATE GIOLLI	AP050123	4205	Boards and Commissions	200.00
WEX BANK	GAS FOR POLICE DEPT	AP050123	4273	Vehicle (Gas and Oil)	99.84

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 4/18/2023 Through 4/30/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Police Department	5,793.68
				Total General Fund	182,010.38

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 4/18/2023 Through 4/30/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
119TH STREET MATERIALS	HAULING-MIXED LOAD (4-3-23 and 4-4-23)	AP050123	4231	Maintenance - Water System	2,296.00
ADVANCE AUTO PARTS	RADIATOR HOSE	AP050123	4225	Maintenance - Equipment	46.89
GUTERMANN INC	52 LEAK LOGGER UNITS	AP050123	4815	Equipment	58,965.00
HACH COMPANY	CHLORINE REGEANT	AP050123	4241	Quality Control	1,202.91
McMASTER-CARR	HYDRO SEEDER PARTS	AP050123	4231	Maintenance - Water System	334.32
STATE CHEMICAL SOLUTIONS	MAINTENANCE SUPPLIES	AP050123	4223	Maintenance - Building	477.77
THE BANK OF NEW YORK MELLON	GO REFUNDING 2012 INTEREST	AP050123	4950	Debt Retire-Water Refunding	14,875.00
USABLUBOOK	PIPE CUTTERS	AP050123	4231	Maintenance - Water System	<u>247.05</u>
				Total Public Works, Water	<u>78,444.94</u>
				Total Water Fund	78,444.94

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 4/18/2023 Through 4/30/2023**

<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	METER REPLACEMENTS	AP050123	4390	Capital Improv-Infrastructure	53,320.81
LINE-X OF NORTHERN ILLINOIS	TONNEAU COVER FOR 403	AP050123	4815	Equipment	1,904.00
				Total Depreciation Expenses	55,224.81
				Total Water Depreciation Fund	55,224.81



**CITY OF DARIEN**  
**Expenditure Journal**  
**FESA - Justice - 1**  
**Drug Forfeiture Expenditures**  
**From 4/18/2023 Through 4/30/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AIS	BODY CAM NETWORK- FEB 2023	AP050123	4213	Dues and Subscriptions	393.00
AXON ENTERPRISES INC	LOCK AND CLIPS	AP050123	4213	Dues and Subscriptions	<u>112.68</u>
				Total Drug Forfeiture Expenditures	<u>505.68</u>
				Total FESA - Justice - 1	<u>505.68</u>

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 4/18/2023 Through 4/30/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RAGS ELECTRIC	RELOCATE POLE @ AILSWORTH	AP050123	4376	Ditch Projects	8,986.00
				Total Capital Fund Expenditures	8,986.00
				Total Capital Improvement Fund	8,986.00
Report Total					325,171.81

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
May 1, 2023**

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

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

General Fund			<b>\$5,332.40</b>
Water Fund			<b>\$203.43</b>
Motor Fuel Tax Fund			
Water Depreciation Fund			
Special Service Area Tax Fund			
Stormwater Management Fund			
E-Citation Fund			
Capital Improvement Fund			
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund			
DUI Technology Fund			
		<b>Subtotal:</b>	<b><u>\$5,535.83</u></b>
General Fund Payroll	04/20/23	\$	261,361.81
Water Fund Payroll	04/20/23	\$	29,215.41
		<b>Subtotal:</b>	<b><u>\$ 290,577.22</u></b>
<b>Total to be Approved by City Council:</b>			<b><u>\$ 296,113.05</u></b>

**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 5/1/2023 Through 5/1/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AIS	ANNUAL JUNIPER- CITY HALL	AP050123-2	4325	Consulting/Professional	428.00
AIS	ANNUAL JUNIPER- PUBLIC WORKS	AP050123-2	4325	Consulting/Professional	98.00
AIS	ANNUAL JUNIPER- POLICE DEPT	AP050123-2	4325	Consulting/Professional	428.00
AIS	ANNUAL CJIS - POLICE DEPT	AP050123-2	4325	Consulting/Professional	1,980.00
AIS	ANNUAL RENEWAL- DOMAIN.GOV	AP050123-2	4325	Consulting/Professional	400.00
AIS	GO DADDY CERT- (3-year)	AP050123-2	4325	Consulting/Professional	974.97
AIS	ANNUAL RENEWAL- VMWARE	AP050123-2	4325	Consulting/Professional	102.00
				Total Administration	4,410.97

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 5/1/2023 Through 5/1/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ALARM DETECTION SYSTEMS INC	ALARM DETECTION SERVICES - PW (May - July 2023)	AP050123-2	4223	Maintenance - Building	203.43
				Total Public Works, Streets	203.43

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 5/1/2023 Through 5/1/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CALIBRE PRESS	TRAINING CLASS- SGT KOSIENIAK AND DC NORTON	AP050123-2	4263	Training and Education	718.00
				Total Police Department	718.00
				Total General Fund	5,332.40

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 5/1/2023 Through 5/1/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ALARM DETECTION SYSTEMS INC	ALARM DETECTION SERVICES - PW (May - July 2023)	AP050123-2	4223	Maintenance - Building	203.43
				Total Public Works, Water	203.43
				Total Water Fund	203.43
Report Total					5,535.83

**AGENDA MEMO**  
**CITY COUNCIL**  
**MAY 1, 2023**

**ISSUE STATEMENT**

Motion to recommend zoning ordinance revisions pertaining to short-term rentals to the Planning and Zoning Commission for public hearing and commission review.

**BACKGROUND**

On April 3, 2023, the City Council heard public comment regarding short-term rentals (i.e. vacation rentals) and how they are regulated. Staff advised the city regulates use of property through the zoning ordinance and noted that the city code does not directly regulate short-term rentals or specify a minimum number of days for rental periods. For instance, if a property is zoned for single family use and contains a single family home, the code does not regulate the length in which an owner can rent the home, it only specifies that the use of the home must meet the definition of single “family” (see below). Enforcement of this definition in recent years has resulted in compliance.

*FAMILY: An individual, two (2) unrelated persons or two (2) or more persons related to the other by blood, marriage, legal adoption, or legal custody, including his or their domestic servants, maintaining a common household in a dwelling unit.*

Meeting discussion ensued and Council directed staff to prepare zoning ordinance revisions pertaining to short-term rentals and assigned it for Committee review. The primary component of the ordinance revision is to prohibit rentals for a period of less than thirty (30) days.

To move forward on this priority, staff has developed revisions to the zoning ordinance ([Attachment A](#)) prohibiting rentals for a period of less than thirty (30) days. These are short-term rentals by definition, and a definition for *short-term rental* is included in the document. Also attached to this memo are other municipal ordinances ([Attachment B](#)) staff researched/used in order to formulate the proposed revisions.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee reviewed this item at its April 24, 2023 meeting. The Committee forwarded, with a vote of 3-0, a motion to recommend zoning ordinance revisions pertaining to short-term rentals to the Planning and Zoning Commission for public hearing and commission review. With the motion the Committee recommended the fine (\$) amounts proposed in the revision document noted above.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the May 1, 2023 City Council agenda for formal consideration.



**ZONING REGULATIONS (TITLE 5A, CHAPTER 5)****GENERAL PROVISIONS AND REGULATIONS****5A-5-16: SHORT-TERM RENTALS PROHIBITED**

In all residential, business, office and industrial districts, short-term rentals shall be prohibited. A short-term rental is defined as the following:

*Short-Term Rental:* A single-family dwelling, or a residential dwelling unit in a multi-unit structure, condominium, cooperative, timeshare or similar joint property ownership arrangement that is rented for a fee for less than 30 consecutive days. "Short-term rental" includes vacation rentals. "Short-term rental" does not include: (a) a dwelling that is used for any non-residential purpose, including educational, health care, retail, restaurant, banquet space, event center or other similar uses; (b) a bed and breakfast establishment as defined in Section 2 of the Bed and Breakfast Act; or (c) transient accommodations, including hotels and motels that are not classified as residential property for real property taxation purposes.

- (A) Any person who violates, disobeys, omits, neglects, or refuses to comply with, or who resists enforcement of any provisions of this section, shall be subject to a fine of not less than one thousand dollars (\$1,000.00) nor more than two thousand five hundred dollars (\$2,500.00) for each offense. A separate offense shall be deemed committed on each day that such violation occurs or continues.
- (B) The owner or tenant of any building, structure, or land, and any other person, who commits, participates or assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

**§ 156.075 R-1 SINGLE-FAMILY DETACHED.**

## (A) General conditions.

- (1) No adult-use cannabis business establishment shall be permitted.
- (2) No solar panels shall be permitted on the ground.

**(3) No short-term rental shall be permitted.**

## (B) Permitted uses. The following uses are permitted:

(1) Single-family detached dwellings and permitted accessory buildings and accessory uses, including temporary sales offices for new developments.

(2) Parks and forest preserves.

(3) Home occupations in a dwelling unit, as an accessory use to a detached single-family dwelling, subject to the following restrictions:

(a) Such use shall be conducted entirely within the dwelling;

(b) Such use shall employ only members of the family residing on the premises and no more than one non-family member;

(c) Such use shall not have any sign or display, either outside or in any window of the dwelling, that will indicate from the exterior of that dwelling that it is being used for any use other than a residential dwelling;

(d) Such use shall involve no stock-in-trade or commodity that will be sold to customers who visit the premises to make purchases;

(e) Such use shall not involve the use or storage of any explosive or combustible materials, or the use of any mechanical or electrical equipment on the premises, that would create any offensive noise, vibrations, smoke, sewage, fumes, odor, heat, glare, or electrical interference, or any other noxious effects or dangers, or that would constitute a nuisance that would be noticeable at or beyond the property line;

(f) Such use shall have no separate entrance from outside the dwelling to serve the home occupation, and the area for the home occupation, including any storage, shall not utilize more than 10% of the floor area of the dwelling or 250 square feet, whichever is less;

(g) Such use shall not require any regular receipt or delivery of merchandise, goods, or equipment by any truck tractor drawing a semitrailer.

(4) Antennas as regulated by § 156.047 of this code.

(5) Day care homes, as an accessory use conducted within a detached single-family dwelling, provided that a day care home shall not be considered a home occupation but shall be subject to the following restrictions:

(a) No portion of the activities of the day care home shall be conducted in any attached or detached garage;

(b) Day care homes shall not have any sign or display, either outside or in any window, that will indicate from the exterior that the detached single-family dwelling is being used for any use other than a dwelling;

(c) If the operator of a day care home chooses to fence it yard around the play area, such fence shall be in conformance with the yard requirements for fences in § 156.039 of this code, enclose the entire perimeter of the yard, be a minimum of four feet in height, and self-closing and self-latching, with latches placed at least 42 inches above the ground.

(6) Above ground service facilities, but only in compliance with §156.051.

(7) Roof-mounted private solar collection panels.

(C) Special uses. The following uses may be allowed by special use in accordance with the provisions of §156.022 of this code.

(1) Growing of farm, garden, and plant nursery crops for profit, in the open, provided that no livestock or poultry are kept, and no offensive odors or dust are created.

(2) Day care centers and preschools, with or without kindergartens.

(3) Public uses, police and fire stations, telephone exchanges, sewage lift stations, electric substations, and other similar public service or government uses.

(4) Schools, public and private, elementary and high, including playgrounds and athletic fields auxiliary thereto.

(5) Libraries.

(6) Reserved.

(7) Freestanding antennas as regulated by § 156.047 of this code.

(8) Churches.

(9) Clubhouses and common recreational facilities accessory to single-family detached dwellings, for the sole use of residents and their guests.

(D) Minimum floor area. There shall be provided a minimum floor area as follows:

(1) Not less than 1,500 square feet, not including the basement, and not less than 800 square feet on the ground floor, for each new single-family detached dwelling, or any existing single-family detached dwelling that is enlarged or expanded by 50% or more of the existing floor area of such dwelling.

(2) No minimum floor area shall be required for a nonresidential building.

(E) Lot area and lot width. There shall be provided a minimum lot area and minimum lot width as follows:

(1) Not less than 11,000 square feet for each single-family detached dwelling hereafter erected, and a minimum lot width, measured at the established building line, of not less than 65 feet, except in the case of cul-de-sacs, where the minimum lot width, measured at the established building line shall be not less than 55 feet.

(2) Except for telephone exchanges, sewage lift stations, electrical substations, and similar public service uses, not less than 20,000 square feet for a permitted nonresidential building, and a minimum lot width, measured at the established building line, 100 feet.

(3) The area devoted to streets shall not be used in computing the lot area per dwelling unit.

(F) Yard areas. (See Appendices A and B of this chapter.) There shall be provided minimum yards as follows:

(1) Front yard:

(a) Except as provided in division (G)(2) of this section for additional building height, not less than 30 feet in depth for a lot occupied by a detached single-family dwelling.

(b) Not less than 30 feet in depth for a lot occupied by a nonresidential building, provided that there shall be a minimum front yard of not less than ten feet in depth for paved area.

(2) Side yards: A side yard on each side of the main building of not less than ten feet, except where a side yard adjoins a street, the minimum width of a side yard shall not be less than 30 feet.

(3) Rear yard:

(a) Not less than 25 feet for a lot occupied by a detached single-family dwelling.

(b) Not less than 25 feet in depth for a lot occupied by a permitted nonresidential building; provided that there shall be a minimum rear yard of not less than ten feet in depth for paved area.

(G) Maximum lot coverage. There shall be allowed a maximum lot coverage as follows:

(1) Subject to the applicable restrictions established in §156.045(B) of this code for permitted obstructions in yards, not more than 40% of the lot area may be occupied by a detached single-family dwelling and related structures, including accessory buildings, pavements, driveways, and walkways, and not more than 35% of the required front yard may be occupied by structures, as defined.

(2) Subject to the applicable restrictions established in §156.045(B) of this code for permitted obstructions in yards, not more than 70% of the lot area may be occupied by a permitted nonresidential building and related structures, including accessory buildings, signs, pavements, driveways, and walkways. No maximum front yard coverage is established for lots occupied by a permitted nonresidential building. The floor area for permitted nonresidential buildings shall not exceed 0.5.

(H) Building height. There shall be a maximum height as follows:

(1) Building height for a single-family detached dwelling shall be defined as the vertical distance measured from the average elevation at the top of the shoulder or the top of the curb along the side of the right-of-way adjacent to the building lot to the ridge, or of the average elevation of the finished grade along the front of the proposed building to the ridge.

(2) Not more than 33 feet to the ridge, and two stories facing the street and three stories to the rear if there is a walkout basement, for a single-family detached dwelling.

(3) Not more than 35 feet for a permitted nonresidential building.

(I) Visual environment. In order to conserve existing property values, to preserve the attractiveness of homes and home surroundings, to prevent erosion, to assist in stormwater and flood control, and to provide for clean air, required front yards shall be devoted primarily to landscaped area except for the necessary paving of driveways and sidewalks to reach parking in the side or rear yard. Landscaped areas shall mean that the area is primarily devoted to the growing of shrubbery, grass, and other plant material. The applicable landscaping requirements of § 156.049 shall be met for any construction of a new single-family detached residence, or construction of any addition to an existing detached single-family residence that enlarges such residence by more than 50% of its existing floor area in the R-1 Single-Family Detached Zoning District. No lighting on a residential zoning lot shall cause any glare or excessive light spillover onto any adjacent residential property

from interior or exterior lighting. All exterior lighting fixtures shall be directed or shaded to avoid casting direct light upon any adjacent residential property or into any public streets or parks. In no case shall such lighting exceed two foot candles measured at any lot line.

(Ord. 06-10, passed 7-11-06; Am. Ord. 06-23, passed 11-14-06; Am. Ord. 08-38, passed 11-11-08; Am. Ord. 19-9, passed 3-12-19; Am. Ord. 19-53, passed 11-12-19; Am. Ord. 20-29, passed 8-11-20; Am. Ord. 22-02, passed 1-11-22) Penalty, see § 156.999

### **§ 156.076 R-2 SINGLE-FAMILY ATTACHED.**

(A) General conditions.

- (1) No adult-use cannabis business establishment shall be permitted.
- (2) No solar panels shall be permitted on the ground.
- (3) No short-term rental shall be permitted.

(B) Permitted uses. The following uses are permitted:

- (1) Uses permitted in an R-1 District, except roof-mounted private solar collection panels.
- (2) Attached single-family dwellings, with not more than six dwellings in a row or building, including temporary sales offices for new developments.

(C) Special uses. The following uses may be allowed by special use in accordance with the provisions of §156.022 of this code:

- (1) Special uses permitted in an R-1 District.
- (2) Clubhouses and common recreational facilities accessory to attached single-family dwellings, for the sole use of residents and their guests.

(3) Roof-mounted private solar collection panels.

(D) Minimum floor area. There shall be provided a minimum floor area as follows:

- (1) Not less than 1,500 square feet, and not less than 800 square feet on the ground floor, for each dwelling unit in an attached single-family dwelling.
- (2) As required in the R-1 District for detached single-family dwellings.
- (3) No minimum floor area shall be required for a nonresidential building.

(E) Lot area and lot width. There shall be provided a minimum lot area and minimum lot width as follows:

- (1) Not less than 14,000 square feet for each attached single-family building with not more than two dwelling units, and a minimum lot width measured at the established building line of not less than 65 feet.
- (2) Not less than 7,000 square feet per dwelling unit for each attached single-family building with more than two dwelling units hereafter erected, and a minimum lot width measured at the established building line of not less than 75 feet.
- (3) As required in the R-1 District for detached single-family dwellings.
- (4) As required in the R-1 District for a permitted nonresidential building.
- (5) The area devoted to streets shall not be used in computing the lot area per dwelling unit.

(F) Yard areas. (See Appendices C and D of this chapter.) There shall be provided minimum yards as follows:

(1) Front yard:

(a) Single-family attached buildings:

1. Not less than 30 feet in depth on a subdivided lot, or along the exterior boundaries of a lot developed as a planned unit development.
2. Not less than a 126-foot interval of separation between adjacent single-family attached buildings if the lot is not subdivided, which interval is consistent with the required interval of separation in a subdivision based on a 66-foot right-of-way and a 30-foot front yard on either side. If the lot is not subdivided, the front yard shall be the yard between a street and the building.

(b) As required in the R-1 District for detached single-family dwellings.

(c) As required in the R-1 District for permitted nonresidential buildings.

(d) Visual environment. In order to conserve existing property values, to preserve the attractiveness of homes and home surroundings, to prevent erosion, to assist in stormwater and flood control, and to provide for clean air, required front yards shall be devoted primarily to landscaped area except for the necessary paving of driveways and sidewalks to reach

parking in the side or rear yard. Landscaped areas shall mean that the area is primarily devoted to the growing of shrubbery, grass, and other plant material.

(2) Interior side yards:

(a) Single-family attached buildings:

1. Not less than ten feet in depth on each side of a single-family attached building on a subdivided lot, or along the exterior boundaries of a lot developed as a planned unit development.

2. Not less than a 20-foot interval of separation between adjacent single-family attached buildings if the lot is not subdivided. If the lot is not subdivided, the interior side yards shall be the yards between the front yard and the rear yard on either side of the building.

(b) As required in the R-1 District for detached single-family dwellings.

(c) As required in the R-1 District for a permitted nonresidential building.

(3) Rear yard:

(a) Single-family attached buildings:

1. Not less than 30 feet in depth on a subdivided lot, or along the exterior boundaries of a lot developed as a planned unit development.

2. Not less than a 45-foot interval of separation between single-family attached buildings that are adjacent at the rear of each building if the lot is not subdivided. Not less than a 40-foot interval of separation between single-family attached buildings that are adjacent at the rear of one building and at the side of the other if the lot is not subdivided. If the lot is not subdivided, the rear yard shall be the yard opposite the street.

(b) As required in the R-1 District for permitted nonresidential buildings.

(G) Maximum lot coverage. There shall be allowed a maximum lot coverage as follows:

(1) Subject to the applicable restrictions established in §156.045(B) for permitted obstructions in yards, not more than 70% of the net lot area may be occupied by an attached single-family building, including but not limited to streets, sidewalks, driveways, signs, and parking lots, including aisles.

(2) As required in the R-1 District for detached single-family dwellings.

(3) As required in the R-1 District for permitted nonresidential buildings.

(H) Building height.

(1) No more than 35 feet in height for an attached single-family building.

(2) As required in the R-1 District for detached single-family dwellings.

(3) As required in the R-1 District for permitted nonresidential buildings.

(I) Visual environment. In order to conserve existing property values, to preserve the attractiveness of homes and home surroundings, to prevent erosion, to assist in stormwater and flood control, and to provide for clean air, a sum of money, as set forth on the approved building permits, shall be budgeted and used by the owners to purchase, plant, and maintain mature sized trees, shrubbery, grass, and other suitable landscaping upon the grounds. Plans for the installation of such landscaping shall be subject to the approval of the Director of Community and Economic Development prior to the issuance of permits. No lighting on a residential zoning lot shall cause any glare or excessive light spillover onto any adjacent residential property from interior or exterior lighting. All exterior lighting fixtures shall be directed or shaded to avoid casting direct light upon any adjacent residential property or into any public streets or parks. In no case shall such lighting exceed two foot candles measured at any lot line.

(Ord. 06-10, passed 7-11-06; Am. Ord. 06-23, passed 11-14-06; Am. Ord. 19-53, passed 11-12-19; Am. Ord. 20-29, passed 8-11-20; Am. Ord. 22-02, passed 1-11-22; Am. Ord. 22-24, passed 8-23-22) Penalty, see § 156.999

**§ 156.077 R-3 MULTIPLE-FAMILY.**

(A) General conditions.

(1) No adult-use cannabis business establishment shall be permitted.

(2) No short-term rental shall be permitted.

(B) Permitted uses. The following uses are permitted:

(1) Multiple-family dwellings and permitted accessory buildings and accessory uses, including temporary sales offices. Rental offices and property management offices shall be permitted as accessory uses if they are located within a multiple-family building, and common recreational and meeting areas shall be permitted as accessory uses for the sole use of residents and their guests, if they are located within a multiple-family building.

(2) Nonresidential uses permitted in the R-2 District.

(C) Special uses. The following uses may be allowed by special use in accordance with the provisions of §156.022 of this code:

(1) Special uses permitted in an R-2 District.

(2) Senior citizen housing.

(3) Assisted living facilities.

(4) Nursing facilities.

(5) Retail uses, not including offices, on the ground floor of a multiple-family building, as follows:

(a) Barbershops.

(b) Beauty parlors.

(c) Book and stationery stores, excluding adult book stores.

(d) Candy and ice cream stores.

(e) Drug stores.

(f) Dry cleaning and laundry service, drop-off and pick-up only.

(g) Florist shops.

(h) Convenience food markets, meat markets, bakeries, and delicatessens.

(i) Card and gift shops.

(j) Package liquor stores.

(k) Restaurants, subject to approval of a site plan and floor plan, and evidence provided by the petitioner to show that building construction and venting of odor and smoke will be provided in a manner appropriate to the type of restaurant proposed and to a multiple-family, multiple use building.

(l) Tailor shops.

(6) Freestanding rental offices and property management offices accessory to multiple-family dwellings, and freestanding clubhouses and common recreational facilities accessory to multiple-family dwellings, for the sole use of residents and their guests.

(D) Minimum floor area. There shall be provided a minimum floor area as follows:

(1) For each dwelling unit in a multiple-family building, exclusive of common halls, stairways, or other common areas:

**Minimum Floor Area**

**Dwelling Unit**

**(sq. ft.)**

Efficiency and one-bedroom	700
Two-bedroom	900
Three-bedroom	1,050
Four or more bedrooms	1,200

Rooms designated as a den, study, library or similar use shall be counted as a bedroom in computing the minimum floor area.

(2) No minimum floor area shall be required for a nonresidential building.

(E) Lot area and lot width. There shall be provided a minimum lot area and minimum lot width as follows:

(1) Not less than 20,000 square feet for each multiple-family residential building hereafter erected and a minimum lot width measured at the established building line of 100 feet, provided that minimum lot area shall be determined as follows:

**Type of Dwelling Unit**

**Land Area Per Dwelling Unit (sq. ft.)**

3 or more bedrooms	7,260 square feet/unit
2 bedrooms	6,225 square feet/unit
1 bedroom and efficiency	5,450 square feet/unit

(2) Not less than 20,000 square feet for each multiple-family residential building erected prior to 1993 and a minimum lot width measured at the established building line of 100 feet, provided that minimum lot area shall be determined as follows:

<b>Type of Dwelling Unit</b>	<b>Land Area Per Dwelling Unit (sq. ft.)</b>
3 or more bedrooms	3,000 square feet/unit
2 bedrooms	2,400 square feet/unit
1 bedroom and efficiency	2,200 square feet/unit

(3) As required in the R-1 District for permitted nonresidential uses.

(4) The area devoted to streets shall not be used in computing the lot area per dwelling unit.

(F) Yard areas. (See Appendices B and D of this chapter.) There shall be provided minimum yards as follows:

(1) Front yard:

(a) Multiple-family buildings:

1. Not less than 30 feet in depth on a subdivided lot, or along the exterior boundaries of a lot developed as a planned unit development. One additional foot in depth shall be provided for each two feet in height for a multiple-family building that is 35 feet to 50 feet in height, and a minimum front yard of not less than 50 feet in depth shall be provided for a multiple-family building that is over 50 feet in height, as permitted, by exception, in a planned unit development pursuant to § 156.025 of this code. A minimum front yard of not less than ten feet in depth shall be provided for paved area.

2. Not less than a 126 foot interval of separation between adjacent multiple-family buildings if the lot is not subdivided, which interval is consistent with the required interval of separation in a subdivision, based on a 66-foot right-of-way and a 30-foot front yard on either side. One additional foot shall be added to the interval of separation for each two feet in height for a multiple-family building that is 35 feet to 50 feet in height, and a minimum of a 50-foot interval of separation shall be provided for a multiple-family building that is over 50 feet in height, as permitted, by exception, in a planned unit development pursuant to § 156.025 of this code. A minimum interval of separation of not less than ten feet shall be provided between paved area and the front wall of the building and a paved area shall be permitted at or behind a line 43 feet from the center line of the street pavement. If the lot is not subdivided, the front yard shall be the yard between a street and the building.

(b) As required in the R-1 District for permitted nonresidential buildings.

(c) Visual environment. In order to conserve existing property values, to preserve the attractiveness of homes and home surroundings, to prevent erosion, to assist in stormwater and flood control, and to provide for clean air, required front yards shall be devoted primarily to landscaped area except for the necessary paving of driveways and sidewalks to reach parking in the side or rear yard. Landscaped areas shall mean that the area is primarily devoted to the growing of shrubbery, grass, and other plant material.

(2) Interior side yards:

(a) Multiple-family buildings:

1. Not less than 20 feet in depth on each side of a multiple-family building if the lot is subdivided, or along the exterior boundaries of a lot developed as a planned unit development. One additional foot in depth shall be provided for each one foot in height for a multiple-family building that is 35 feet to 50 feet in height. A minimum side yard of not less than five feet in depth shall be provided for paved area.

2. Not less than a 40-foot interval of separation between adjacent multiple-family buildings if the lot is not subdivided. One additional foot shall be added to the interval of separation for each one foot in height by which the building height exceeds 30 feet. A minimum interval of separation of not less than ten feet shall be provided between paved area and the side wall of a building. If the lot is not subdivided, the interior side yards shall be the yards between the front yard and the rear yard on either side of the building.

(b) As required in the R-1 District for permitted nonresidential buildings.

(3) Rear yard:

(a) Multiple-family buildings:

1. Not less than 30 feet in depth on a subdivided lot, or along the exterior boundaries of a lot developed as a planned unit development. One additional foot in depth shall be provided for each one foot in height for a multiple-family building that is 35 feet to 50 feet in height. A minimum rear yard of not less than five feet in depth shall be provided for paved area.

2. Not less than a 60-foot interval of separation between multiple-family buildings that are adjacent at the rear of each building if the lot is not subdivided. Not less than a 50-foot interval of separation between multiple-family buildings that are adjacent at the rear of one building and at the side of the other if the lot is not subdivided. One foot shall be added to the

interval of separation for each one foot by which the building height exceeds 30 feet. A minimum interval of separation of not less than ten feet shall be provided between paved area and the rear wall of a building. If the lot is not subdivided, the rear yard shall be the yard opposite the street.

(b) As required in the R-1 District for permitted nonresidential buildings.

(G) Maximum lot coverage. There shall be allowed a maximum lot coverage as follows:

(1) Subject to the applicable restrictions established in §156.045(B) of this code for permitted obstructions in yards, not more than 70% of the net lot area may be occupied by a multiple-family building, combining building and pavement coverage, and including but not limited to streets, sidewalks, driveways, and parking lots, including aisles.

(2) As required in the R-1 District for permitted nonresidential buildings.

(H) Building height. There shall be allowed a maximum building height as follows:

(1) Not more than 50 feet in height for multiple-family buildings, except as permitted, by exception, in a planned unit development pursuant to § 156.025 of this code.

(2) As required in the R-1 District for permitted nonresidential buildings.

(I) Visual environment. In order to conserve existing property values, to preserve the attractiveness of homes and home surroundings, to prevent erosion, to assist in water and flood control, and to further provide for clean air, a sum of money, as set forth on the approved building permits, shall be budgeted and used by the owners to purchase, plant, and maintain mature sized trees, shrubbery, grass, and other suitable landscaping upon the grounds. Plans for the installation of such landscaping shall be subject to the approval of the Director of Community and Economic Development prior to the issuance of permits. No lighting on a residential zoning lot shall cause any glare or excessive light spillover onto any adjacent residential property from interior or exterior lighting. All exterior lighting fixtures shall be directed or shaded to avoid casting direct light upon any adjacent residential property or into any public streets or parks. In no case shall such lighting exceed two foot candles measured at any lot line.

(Ord. 06-10, passed 7-11-06; Am. Ord. 06-23, passed 11-14-06; Am. Ord. 19-53, passed 11-12-19; Am. Ord. 22-02, passed 1-11-22; Am. Ord. 22-24, passed 8-23-22) Penalty, see §156.999



## § 121.01 DEFINITIONS.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them as follows:

**DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT.** The Director of Community and Economic Development of the City of Oakbrook Terrace or a designee duly authorized by the Director of Community and Economic Development.

**DWELLING.** Any building or portion thereof that is designed and used exclusively for residential purposes, but not including a hotel, nursing home or other state-licensed facility.

**DWELLING, ATTACHED.** A building which was originally designed and constructed to accommodate two or more single-family dwelling units, with each dwelling unit to have its own ground floor entrance and its own living space, and with the dwelling units to be joined together by a common wall or walls.

**DWELLING, DETACHED.** A single-family dwelling unit that does not share a common wall with any other dwelling unit and is surrounded on all sides by open space that is located on the same lot.

**DWELLING, MULTIPLE-FAMILY.** A building containing three or more dwelling units, with more than one of the dwelling units connecting to a common corridor or entranceway.

**DWELLING, SINGLE-FAMILY.** A building designed for or occupied exclusively by one family.

**DWELLING UNIT.** One or more rooms in a dwelling that are occupied or intended to be occupied as separate independent living quarters by a single family, with facilities for cooking, living, eating, sleeping and sanitary uses, including a detached dwelling, a single unit in an attached dwelling, or a single unit in a multiple-family dwelling.

**FAMILY.** One or more persons related by blood, marriage, or adoption, occupying a dwelling unit as an individual housekeeping organization; provided that such a family may include not more than two persons who are not related by blood, marriage, adoption, or foster care as regulated by the state; and further provided that not more than three persons who are not related by blood, marriage or adoption may also be considered a family.

**MANAGING AGENT.** Any person or firm, acting for another, with authority to rent, manage, or make expenditures related to a dwelling unit.

**OWNER.** The record owner of any property in the city on which a rental dwelling is located.

**RENTAL DWELLING.** Any dwelling unit which is not owner-occupied, and which is either rented or leased, or for which the owner is otherwise compensated by others, whether through a managing agent or in some other manner; provided that a dwelling in which a single room is rented or in which a dwelling unit is shared between the property owner and others shall not be deemed a rental dwelling; and further provided that, for purposes of this chapter only, a rental dwelling shall not include multiple-family dwellings in a building with more than seven dwelling units under single ownership and shall not include a short-term rental.

**SHORT-TERM RENTAL.** A single-family dwelling, or a residential dwelling unit in a multi-unit structure, condominium, cooperative, timeshare or similar joint property ownership arrangement that is rented for a fee for less than 28 consecutive days. "Short-term rental" includes vacation rentals. "Short-term rental" does not include: (a) a dwelling that is used for any non-residential purpose, including educational, health care, retail, restaurant, banquet space, event center or other similar uses; (b) a bed and breakfast establishment as defined in Section 2 of the Bed and Breakfast Act; or (c) transient accommodations, including hotels and motels that are not classified as residential property for real property taxation purposes.

(Ord. 07-17, passed 10-23-07; Am. Ord. 17-26, passed 11-28-17; Am. Ord. 22-02, passed 1-11-22; Am. Ord. 22-24, passed 8-23-22)



VILLAGE OF  
**SCHILLER PARK**

# **PAMPHLET**

**PUBLICATION OF**  
**ORDINANCE NO. 18-4109**

**AN ORDINANCE OF THE VILLAGE OF SCHILLER PARK, COOK COUNTY,  
ILLINOIS, AMENDING CHAPTER 120 OF TITLE ELEVEN OF THE  
NEW MILLENNIUM CODE OF THE VILLAGE OF SCHILLER PARK  
TO PROHIBIT SHORT TERM RENTAL UNITS**

**An Ordinance of the Village of Schiller Park, Cook County,  
Illinois, Amending Chapter 120 of Title Eleven of the  
New Millennium Code of the Village of Schiller Park  
to Prohibit Short Term Rental Units**

**following passage and approval on December 20, 2018  
for the inspection, use, and examination by the public.**

**Filed in the Office of:  
Rosa Jos, Clerk  
Village of Schiller Park**

**ORDINANCE NUMBER 18-4109**

**AN ORDINANCE OF THE VILLAGE OF SCHILLER PARK, COOK COUNTY,  
ILLINOIS, AMENDING CHAPTER 120 OF TITLE ELEVEN OF THE  
NEW MILLENNIUM CODE OF THE VILLAGE OF SCHILLER PARK  
TO PROHIBIT SHORT TERM RENTAL UNITS**

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**WHEREAS**, the Village of Schiller Park, Cook County, Illinois (the “*Village*”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “*Home Rule Powers*”); and

**WHEREAS**, the President and Board of Trustees of the Village of Schiller Park (the “*Corporate Authorities*”) are charged with the responsibility of protecting the health, safety and welfare of the residents of the Village; and

**WHEREAS**, the Corporate Authorities may from time to time amend the text of the New Millennium Code of the Village of Schiller Park when it is determined to be in the best interests of the residents of the Village; and

**WHEREAS**, the Corporate Authorities determined that it is necessary to address short term rentals of residential properties located within the Village due to the significant negative impacts that short term rentals have on adjacent neighbors and other nearby properties; and

**WHEREAS**, the Corporate Authorities find that short term rentals of residential properties are not in harmony with the character of surrounding properties and neighborhoods due to the high intensity of transient guests who have little, if any, connection to nearby properties and that said rentals have the potential to reduce the availability of on-street parking for adjacent residents due to a lack of suitable on-sight parking or other parking arrangements; and

**WHEREAS**, the Corporate Authorities find that numerous short term rentals of residential properties are likely to decrease the values of other properties in the neighborhood, unnecessarily burden Village services and reduce the availability of affordable long-term rental housing; and

**WHEREAS**, the Corporate Authorities find that short term rentals of residential properties lead to overcrowding in residential structures not properly equipped with the necessary health, safety and building code requirements needed to safeguard and protect residents and further increases the risk of excessive noise, litter, light pollution, criminal activity, and other nuisance activities occurring in the Village due to the nature of said rentals; and

**WHEREAS**, the Corporate Authorities find that prohibiting short term rentals of residential properties will not interfere with the ability of transient guests and travelers to find lodging in the Village as numerous motels and hotels are located in the Village's non-residential zoning districts, which have ample rooms constructed for such activities and services available for short term rental purposes; and

**WHEREAS**, the Corporate Authorities have further determined that it is in the best interest of the health, safety and welfare of the residents of the Village to prohibit short term rentals of residential properties as herein specified.

**NOW, THEREFORE, BE IT ORDAINED** by the Village President and Board of Trustees of the Village of Schiller Park, Cook County, Illinois, by and through its Home Rule Powers, as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.



**Section 2.** Chapter 120 (“Lodging”) of Title XI (“Business Regulations”) of the New Millennium Code of the Village of Schiller Park is hereby amended by inserting the following underlined language to read, as follows:

**SHORT TERM RENTAL UNITS**

**§ 120.100 PURPOSE.**

The purpose of this subchapter is to protect and preserve the quiet enjoyment of residential properties and neighborhoods within the Village and to mitigate or eliminate adverse secondary effects the Village and its residents may experience by reason of short term rentals of residential structures in the Village, including, but not limited to, excessive noise, litter, and light pollution; overcrowded parking; and criminal activity.

**§ 120.101 DEFINITIONS.**

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**SHORT TERM RENTAL UNIT.** All or part of a residential principal structure or residential dwelling unit located in a residential zoning district, being leased, rented, loaned, offered for rent, hired out, licensed, or otherwise let as an accessory use or occupancy to a person or persons other than the owner of the subject property or a family member of the owner thereof, whether or not the permission of such occupancy is in exchange for consideration therefore, for a period or term that is less than thirty (30) consecutive days. The term “short term rental unit” shall also include a dwelling unit, temporary structure, or accessory structure, or part thereof, used for overnight accommodation that is available for rent by transient guests for a period or term that is less than thirty (30) consecutive days. The term “short term rental unit” shall not include a hotel or motel located in a commercial zoning district licensed by the Village.

**§ 120.102 SHORT TERM RENTAL UNITS RESTRICTED; EXCEPTIONS.**

(A) Except as otherwise provided herein, leasing, renting, loaning, hiring out, licensing, or letting; offering or inviting the leasing, renting, loaning, hiring out, licensing, or letting; or otherwise permitting a short term rental unit or occupancy thereof for a period or term that is less than thirty (30) consecutive days shall be prohibited, and such conduct shall be prohibited, whether engaged in or participated in by the owner of the property, one or more agents of the property owner, or by any person leasing, or seeking to lease as a lessor, or renting or seeking to rent as lessee or otherwise occupy a premises, or part thereof, as tenant or temporary occupant thereof.

(B) Dwellings, or parts thereof, shall not be leased, rented, loaned, hired out, licensed, let, or otherwise permitted to be occupied more than two (2) times during any consecutive twelve

(12) month period other than by the same tenant unless the rental agreement therefore has been terminated by reason of a tenant default.

(C) Whether or not consideration is exchanged for the lease, rental, loan, hiring out, licensing, or letting of a premises shall not affect the fact that the occupancy thereof is treated as a short term rental unit for the purposes of this subchapter if the definition thereof is otherwise applicable to such activity.

(D) The term of any lease or occupancy agreement which has satisfied the minimum term required by this subchapter may be extended on a month-to-month basis on the condition that the tenant or tenants remain the same.

(E) The prohibition on short term rental units shall not apply when the immediately preceding owner of a property maintains possession of the dwelling unit after closing on a real estate transaction for the sale thereof and leases said property back from the successor owner for a period of time pursuant to a written agreement.

### **§ 120.103 PENALTIES.**

(A) Notwithstanding anything otherwise provided in this Code to the contrary, any person found guilty of violating any provision of this subchapter shall be subject to a mandatory fine of not less than one hundred dollars (\$100.00) per day, nor more than seven hundred fifty dollars (\$750.00) per day. Unless exempted by this subchapter, each day a residential principal structure, residential dwelling unit, temporary structure, or any accessory structure, or part thereof, is offered for rent as a short term rental unit; is leased, rented, loaned, hired out, licensed, or let as a short term rental unit; or is occupied as a short term rental unit shall constitute a separate violation of this subchapter. Without any limitation on the foregoing, each day a violation of this subchapter occurs or continues shall be a separate offense, and each such offense shall be subject to not less than the minimum mandatory daily fine.

(B) The restrictions contained in this subchapter shall be interpreted as minimum standards, and shall be in addition to any other applicable Village ordinances and requirements that apply to short term rental units or the properties on which they are located.

**Section 3.** The prohibition against short term rental units as set forth in Section 2 shall not take effect until ninety (90) days after the effective date of this Ordinance.

**Section 4.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

**Section 5.** All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**Section 6.** This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

*(Intentionally Left Blank)*

**ADOPTED** by the Board of Trustees of the Village of Schiller Park, Cook County, Illinois this 20<sup>th</sup> day of December 2018, pursuant to a roll call vote, as follows:

**AYES:** Trustees Diaz, Klug, Golembiewski, Deegan, Lima, and Gorzynski

**NAYES:** None

**ABSENT:** None

**APPROVED** by the President of the Village of Schiller Park, Cook County, Illinois on this 20<sup>th</sup> day of December 2018.



NICK CAIAFA  
VILLAGE PRESIDENT

ATTEST:



ROSA JOS  
VILLAGE CLERK

(SEAL)



**ORDINANCE NO. 20 – 087**

**AN ORDINANCE ADDING CHAPTER 18 (SHORT-TERM RESIDENTIAL RENTALS)  
OF TITLE 3 (BUSINESS AND LICENSE REGULATIONS)  
OF THE NAPERVILLE MUNICIPAL CODE**

**RECITALS**

- A. WHEREAS**, the rental of residential homes within the corporate limits of the City of Naperville as a commercial enterprise has resulted in instances of significant negative impact on neighboring properties and their residents; and
- B. WHEREAS**, short-term residential rentals are often used for gatherings and parties by occupants and attendees who have no connection to the neighborhood, which gatherings and parties subject adjoining property owners and neighborhoods to a constant turn-over of occupants and visitors attending events at such properties, along with excessive noise, traffic, and spillover parking; and
- C. WHEREAS**, short-term residential rentals have also been the sites of volatile and at times violent activity in neighboring municipalities and across the country; and
- D. WHEREAS**, the City of Naperville is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare; and
- E. WHEREAS**, the Naperville City Council has determined that it is appropriate to add a new Chapter 18 (Short-Term Residential Rentals) to Title 3 (Business and License Regulations) prohibiting the use of residential properties for short term rental purposes as set forth herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule authority, as follows:**

**SECTION 1:** The Recitals set forth above are incorporated herein and made part hereof as though fully set forth in this Section 1.

**SECTION 2:** Chapter 18 (Short-Term Residential Rentals) of Title 3 (Business and License Regulations) of the Naperville Municipal Code is hereby amended by adding the Chapter and language, as follows:

**TITLE 3 (BUSINESS AND LICENSE REGULATIONS)**

**CHAPTER 18 – SHORT-TERM RESIDENTIAL RENTALS**

**SECTION:**

**3-18-1: - DEFINITIONS:**

The following words and phrases shall, for the purposes of this Chapter, have the meanings respectively ascribed to them by this Section, as follows:

<b>RESIDENTIAL STRUCTURE:</b>	A residential structure located in a residential zoning district within the corporate limits of the City of Naperville, as residential districts are defined in Title 6 hereof (Zoning Regulations), as amended from time to time.
<b>SHORT-TERM RESIDENTIAL RENTAL:</b>	A Residential Structure, as defined herein, offered for rent for a period which does not exceed thirty (30) consecutive days. The term "Short-Term Residential Rental" or shall not include hotels, bed and breakfast establishments, or boarding facilities as those terms are defined in Title 6 hereof (Zoning Ordinance) as amended from time to time.
<b>SHORT-TERM RESIDENTIAL RENTAL PROPERTY OWNER:</b>	The individual or entity which has title to the property which is the subject of a Short-Term Residential Rental.

**3-18-2: - PURPOSE AND APPLICABILITY:**

It is the intent and purpose of this Chapter (Short-Term Residential Rentals) to preserve the character and integrity of residential neighborhoods within the City by prohibiting Residential Structures from being used for the commercial purpose of providing Short-Term Residential Rentals.

**3-18-3: - SHORT-TERM RESIDENTIAL RENTALS PROHIBITED:**

1. It shall be unlawful for any person or entity to operate, use, offer for rent or use, or advertise for rent or use, any property within the City of Naperville as a Short-Term Residential Rental, except as set forth in Section 3-18-3:2 below.
2. Notwithstanding the provisions set forth in Section 3-18-3:1 above, it shall not be considered a Short-Term Residential Rental when the preceding owner of a property maintains possession of a Residential Structure after closing for the sale thereof, but leases the property back from the successor owner for a period of time pursuant to a written agreement.

**3-18-4: - PUBLIC NUISANCE DECLARED:**

Operation of any Short-Term Residential Rental within the City of Naperville in violation of the provisions of this Chapter may be deemed a public nuisance and abated pursuant

to all available remedies, including but not limited to injunctive relief. In addition to the penalties provided for herein, the City of Naperville shall be entitled to receive from the Short-Term Residential Rental Owner reimbursement for the cost of the City's reasonable attorney fees, costs and expenses incurred by the City of Naperville to abate a Short-Term Residential Rental operating as a public nuisance.

### **3-18-5: - PENALTIES:**

Any Short-Term Residential Rental Owner or other person or entity who violates any of the provisions set forth or referenced in this Chapter, shall be subject to the following penalties:

1. A fine of one thousand dollars (\$1,000.00) for a first offense within a 12-month period, and a fine of two thousand five hundred dollars (\$2,500.00) for a second or subsequent offense within a 12-month period.
2. Each day that a violation of this Chapter continues shall be considered a separate and distinct offense and a fine shall be assessed for each day a provision of this Chapter is found to have been violated. Notwithstanding the forgoing, the escalation of fines as set forth above shall not occur until a prior adjudication of a violation against the same individual or entity has been entered.
3. Continued violations of this Chapter are subject to an injunction to enforce this Chapter.

### **3-18-6: NOTICE OF VIOLATION:**

The notice of a violation of the provisions set forth or referenced in this Chapter shall be served in any of the following manners:

1. Personal service of process by handing the notice of violation to the respondent, or their employees or agents, by any authorized City of Naperville official, police officer; or code enforcement officer.
2. Personal service of process as authorized by the Illinois Code of Civil Procedure, 735 ILCS 5/2-203.
3. Mailing the notice by certified mail, return receipt requested to the respondent's last known address, or in the case of a business, to the address for the registered agent or the address for its principal place of business.
4. Emailing the notice to the Short-Term Residential Rental Owner's last known email address when the respondent is the Short-Term Residential Rental Owner.
5. Posting the notice upon the property where the violation is found when the respondent is the Short-Term Residential Rental Owner.

**SECTION 3:** This Ordinance shall take effect on September 1, 2020 except as follows:

A property owner that can demonstrate to the City Attorney that a rental agreement was fully executed prior to August 19, 2020 permitting the use and occupancy of a Naperville residential property as a short-term rental for dates up to and including October 19, 2020 shall be considered a pre-existing short-term residential rental (hereinafter "Pre-Existing Short-Term Rental"). For said Pre-Existing Short-Term Rentals, the residence may continue to be used as previously agreed upon through said rental agreement, even if said use is found to be in violation of the new provisions of Chapter 18 (Short-Term Residential Rentals) of Title 3 (Business and License Regulations). Any rental agreements executed prior to August 5, 2020 that would permit occupancy of a residence as a short-term rental on or after October 20, 2020, or any rental agreement executed on or after August 5, 2020, shall be required to comply with all provisions of Chapter 18 (Short-Term Residential Rentals) of Title 3 (Business and License Regulations).

PASSED this 18<sup>th</sup> day of August, 2020.

AYES: CHIRICO, BRODHEAD, COYNE, GUSTIN, HINTERLONG, KELLY,  
KRUMMEN, SULLIVAN, WHITE

APPROVED this 19<sup>th</sup> day of August, 2020.

  
Steve Chirico  
Mayor

ATTEST:

  
Grace Michalak  
Records Clerk



**AGENDA MEMO**  
**City Council**  
**May 1, 2023**

**ISSUE STATEMENT**

A resolution accepting a proposal from Steve Piper and Sons for Tub Grinding Services in an amount not to exceed \$6,200.00.

**RESOLUTION**

**BACKGROUND**

The City of Darien requires the services of re-grinding wood mulch accumulated through the City’s brush pick-up program twice a year. The wood chips are then utilized for City planters throughout town and are delivered at a cost to residents. Residents also have the opportunity to pick up the double ground chips at no cost from the Public Works facility. The work would be completed at the Municipal Services Facility.

The scope of work includes the vendor to supply and stage an industrial tub grinder and the Municipal Services Department assists the vendor with a loader to load the chips and restack.

The City sales for wood chips for FYE23 were \$3,610.00 to date. The sale of wood chips are advertised through the City’s media portals and the costs for delivery are as follows: \$35.00 for half a load (covers 3-4 cubic yards) and \$55.00 for a full load (covers 7-8 cubic yards).

The City requested competitive quotes for the tub grinding and received two responses.

VENDOR	COST
Smitty’s Tree	no response
Homer Tree	no response
<b>Steve Piper and Sons</b>	<b>\$3,046 per occurrence</b>
Kramer Tree	\$4,480 per occurrence

Steve Piper and Sons has provided very satisfactory tub grinding services for the City in the past.

The budgeted expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23-24 BUDGET	PROPOSED EXPENDITURE
01-30-4243	Rent - Equipment	\$ 6,200	\$ 6,200

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of a resolution accepting a proposal from Steve Piper and Sons for Tub Grinding Services in an amount not to exceed \$6,200.00.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the May 1, 2023 City Council agenda for formal consideration.



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

**A RESOLUTION ACCEPTING A PROPOSAL FROM  
STEVE PIPER AND SONS, INC., FOR TUB GRINDING SERVICES  
IN AN AMOUNT NOT TO EXCEED \$6,200.00**

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

**SECTION 1:** The City Council of the City of Darien hereby accepts a proposal from Steve Piper and Sons, Inc., for Tub Grinding Services in an amount not to exceed \$6,200.00, 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 1<sup>st</sup> day of May, 2023.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of May, 2023.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



### 2023 TUB GRINDING SERVICES

Vendor Name: STEVE PIPER AND SONS

The City of Darien is seeking quotes for the services of re-grinding wood mulch accumulated through the City's brush pick-up program. The proposed work would be completed at the Municipal Services Facility located at 1041 South Frontage Road. The proposed vendor shall provide 1, minimal 800 horsepower tub-grinder, and operator(s) to double grind the woodchips at the above-mentioned site. A Case wheel loader shall be supplied by the City for the awarded vendor's use. The City of Darien will supply the fuel required for the equipment.

Proposed Tub Grinder Schedule:

- May 10, 2023
- July 12, 2023
- September 6, 2023
- November 6, 2023

It is estimated that each frequency will require 4-12 hours of double grinding. Each day shall have a minimal of 4 hours. The proposed rate shall include travel, equipment, permits (not required by the City of Darien) and labor.


The vendor shall complete the following:

Hourly Rate Tub Grinder with Operator 4 hours	\$ <u>437.00</u>
Hourly Rate Tub Grinder with Operator 8 hours	\$ <u>380.75</u>
Hourly Rate Tub Grinder with Operator every Hour over 8 hours	\$ <u>380.75</u>

**\*MOBILIZATION FEE MUST BE INCLUDED FOR ALL HOURLY RATES**

# CITY OF DARIEN

THIS FORM MUST BE COMPLETED AND FAXED BACK TO 630-852-4709  
BY NO LATER THAN MARCH 20, 2023 @ 10:00 A.M.  
ATTN: MUNICIPAL SERVICES  
QUESTIONS MAY BE DIRECTED TO MUNICIPAL SERVICES AT 630-353-8105

Submitted by: STEVE PIPER  
Vendor Name: STEVE PIPER AND SONS  
Address: 31 W 320 RAMM DR, NAPERVILLE  
Date: 3/7/2023  
Phone: 630 898-6050 cell: 708 997 5096  
Fax #: N/A  
E-mail Address: info@stevepiperandsons.com  
Authorized Signature: 

The vendor shall provide three references with phone numbers below:

1. CITY OF YORDBURG
2. CITY OF NAPERVILLE 630.420.6111
3. VILLAGE OF LA GRANGE 708.528.6324

### Acceptance of Quote:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City of Darien

### Authorized and Accepted:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**AGENDA MEMO**  
**City Council**  
**May 1, 2023**

**ISSUE STATEMENT**

Approval of a [resolution](#) authorizing the following Private Property Rear Yard Storm Water Management Assistance Projects for:

1. Project FYE24-NN – 8519-8523 Carriage Green Dr. & 1622 Coachmans Rd. in an amount not to exceed \$15,927, (City Cost \$11,195 Resident Reimbursement \$4,732)
2. Project FYE24-ELC – 1521 Evergreen Ln. in an amount not to exceed \$6,640, (City Cost \$4,230 Resident Reimbursement \$2,410)
3. Project FYE24-LLL – 7125-29 Exner Rd. & 7126-30-7201 Summit Rd. in an amount not to exceed \$12,841, (City Cost \$8,881 Resident Reimbursement \$3,960)
4. Project FYE24-WWW – 7612-17-25 Sawyer Rd. in an amount not to exceed \$4,150, (City Cost \$2,362 Resident Reimbursement \$1,788)
5. Project FYE24-LL – 1625-27-29 Arbor Ct & 7314-18-22 Bayberry Ln. in an amount not to exceed \$13,718, (City Cost \$9,538 Resident Reimbursement \$4,180)
6. Project FYE24-OO – 7713-17 Florence Ave. in an amount not to exceed \$8,538, (City Cost \$5,654 Resident Reimbursement \$2,884)
7. Project FYE24-QQ – 7341-45 Bunker Rd. & 7402-06-14 Richmond Ave. & 7413 Seminole Dr. in an amount not to exceed \$16,037, (City Cost \$11,278 Resident Reimbursement \$4,759)
8. Project FYE24-TT – 1358 Urban Dr. in an amount not to exceed \$15,190, (City Cost \$10,642 Resident Reimbursement \$4,548)
9. Project FYE24-YY – 8917-25 Brandon Rd & 8904-12-20-24 Kilkenny Dr. in an amount not to exceed \$16,732, ( City Cost \$11,800 Resident Reimbursement \$4,932)
10. Project FYE24-WW – 7921-25-29-33-7701 Farmingdale Dr. in an amount not to exceed \$12,790, (City Cost \$8,843 & Resident Reimbursement \$3,947)
11. Project FYE24-ZZ – 1018-22-26 71<sup>st</sup> St. & 1017-21-25 Ironwood Ln. in an amount not to exceed \$17,783, (City Cost \$12,588 Resident Reimbursement \$5,195)

For further cost breakdowns, see attached spreadsheet labeled as [Attachment A](#). (Please note the amounts above have been rounded to the nearest dollar.)

**BACKGROUND**

Throughout the year, the City receives complaints regarding drainage issues within the rear or side

yard lot lines/easements. The complaints are due to standing water that stems from active sump pumps, grading issues and mature landscaping. The areas further stay saturated throughout the season, thereby making it difficult to mow and maintain these areas and further creates conditions for mosquito breeding. The City's Private Property-Rear Yard Storm Water Management Assistance Policy or further referred to as the *Rear Yard Drainage Program* allows residents, multifamily, commercial property owners and the City to work together in resolving these nuisance ponding and drainage issues. The projects would rid the area of the nuisance ponding, and allow for positive storm water conveyance within the rear yard easement.

Recently, final updated letters have been sent to the residents regarding the project and costs. The Staff will be forwarding an additional set of proposed projects pending survey results.

The scope of the projects consist of the following work:

- City Staff Field Layout
- Purchase of infrastructure materials
- Outsource of Installation of Infrastructure and Restoration - City Council awarded vendor JC Landscaping and Tree Services.

The proposed expenditure would be expended from the following line account:

Account Number	Account Description	FY 23/24 Budget	Proposed Expenditure City Portion	Proposed Resident Reimbursement	Account Balance
01-30-4374	Drainage Assistance Projects	\$ 105,000	\$ 140,346	\$ 43,335	\$ 7,989

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of a resolution authorizing Rear Yard Storm Water Management Assistance Projects.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the May 1, 2023, City Council agenda for formal approval.

<u>Project/Name</u>	<u>Street Addresses</u>	<u>Project Cost- Estimate</u>	<u>City Contribution Estimate</u>	<u>Resident Reimbursement Estimate</u>	<u>*EASEMENT REQUIRED NON PARTICIPATING FUNDING</u>	<u>Total Resident Reimbursement Estimate</u>
FYE24-NN	8519-8523 Carriage Green Dr / 1622 Coachmans Rd	\$ 15,926.79	\$ 11,195.11	\$ 4,731.68	\$ 750.00	\$ 5,481.68
FYE24-ELC	1521 Evergreen Ln	\$ 6,639.50	\$ 4,229.62	\$ 2,409.88	\$ -	\$ 2,409.88
FYE24-LLL	7126-30-7202 Exner Rd / 7125-29-7201 Summit Rd	\$ 12,841.19	\$ 8,880.91	\$ 3,960.28	\$ -	\$ 3,960.28
FYE24-WWW	7609-13-17-21-25 Sawyer Rd	\$ 4,150.04	\$ 2,362.52	\$ 1,787.52	\$ -	\$ 1,787.52
FYE24-LL	1625-27-29 Arbor Ct / 7314-18-22 Bayberry Ln	\$ 13,718.41	\$ 9,538.81	\$ 4,179.60	\$ -	\$ 4,179.60
FYE24-OO	7713-17 Florence Ave	\$ 8,537.72	\$ 5,653.28	\$ 2,884.44	\$ -	\$ 2,884.44
FYE24-QQ	7341-45 Bunker Rd / 7402-06-14 Richmond Ave / 7413 Seminole Dr	\$ 16,037.16	\$ 11,277.88	\$ 4,759.28	\$ -	\$ 4,759.28
FYE24-TT	1358 Urban Dr	\$ 15,190.47	\$ 10,642.87	\$ 4,547.60	\$ -	\$ 4,547.60
FYE24-YY	8917-25 Brandon Rd / 8904-12-20-24 Kilkenny Dr	\$ 16,731.89	\$ 11,799.55	\$ 4,932.34	\$ -	\$ 4,932.34
FYE24-WW	7621-25-29-33-7701 Farmingdale Dr	\$ 12,789.56	\$ 8,842.66	\$ 3,946.90	\$ -	\$ 3,946.90
FYE24-ZZ	1018-22-26 71st St /1017-21-25 Ironwood Ln	\$ 17,783.14	\$ 12,588.00	\$ 5,195.14		\$ 5,195.14
	<b>TOTALS</b>	<b>\$ 140,345.87</b>	<b>\$ 97,011.21</b>	<b>\$ 43,334.66</b>	<b>\$ 750.00</b>	<b>\$ 44,084.66</b>

\* not included in total-easement must be paid prior to project commencement

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

**A RESOLUTION AUTHORIZING 11 PRIVATE PROPERTY REAR YARD STORM  
WATER MANAGEMENT ASSISTANCE PROJECTS IN THE  
AMOUNT OF \$97,011.21 OF CITY FUNDS**

**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 approve the Private Property Rear Yard Storm Water Management Assistance 1. Project FYE24-NN – 8519-8523 Carriage Green Dr. & 1622 Coachmans Rd. in an amount not to exceed \$15,927, (City Cost \$11,195 Resident Reimbursement \$4,732) 2. Project FYE24-ELC – 1521 Evergreen Ln. in an amount not to exceed \$6,640, (City Cost \$4,230 Resident Reimbursement \$2,410) 3. Project FYE24-LLL – 7125-29 Exner Rd. & 7126-30 Summit Rd. in an amount not to exceed \$12,841, (City Cost \$8,881 Resident Reimbursement \$3,960) 4. Project FYE24-WWW – 7612-17-25 Sawyer Rd. in an amount not to exceed \$4,150, (City Cost \$2,362 Resident Reimbursement \$1,788) 5. Project FYE24-LL – 1625-27-29 Arbor Ct & 7314-18-22 Bayberry Ln. in an amount not to exceed \$13,718, (City Cost \$9,538 Resident Reimbursement \$4,180) 6. Project FYE24-OO – 7713-17 Florence Ave. in an amount not to exceed \$8,538, (City Cost \$5,654 Resident Reimbursement \$2,884) 7. Project FYE24-QQ – 7341-45 Bunker Rd. & 7402-06-14 Richmond Ave. & 7413 Seminole Dr. in an amount not to exceed \$16,037, (City Cost \$11,278 Resident Reimbursement \$4,759) 8. Project FYE24-TT – 1358 Urban Dr. in an amount not to exceed \$15,190, (City Cost \$10,642 Resident Reimbursement \$4,548) 9. Project FYE24-YY – 8917-25 Brandon Rd & 8904-12-20-24 Kilkenny Dr. in an amount not to exceed \$16,732, (City Cost \$11,800 Resident Reimbursement \$4,932) 10. Project FYE24-WW – 7921-25-29-33-7701 Farmingdale Dr. in an amount not to exceed \$12,790, (City Cost \$8,843 & Resident Reimbursement \$3,947) 11. Project FYE24-ZZ – 1018-22-26 71st St. & 1017-21-25 Ironwood Ln. in an amount not to exceed \$17,783, (City Cost \$12,588 Resident Reimbursement \$5,195)

**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 1<sup>st</sup> day of May, 2023.

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

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 1<sup>st</sup> day of May, 2023.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**City Council**  
**May 1, 2023**

**ISSUE STATEMENT**

A resolution accepting a quote from Terrain Landscape Contractors, for the Darien Clock Tower Maintenance Project at the northeast corner of Plainfield and Cass Ave. for fountain maintenance, wall removal and replacement, resetting of the pavers and electrical upgrades with modified lighting in an amount not to exceed \$74,875.00.

**RESOLUTION**

**BACKGROUND**

The clock tower was built in 2014 in partnership with the developer of the Darien Pointe. The total cost then was approximately \$205,000. Additional enhancements such as an irrigation system, holiday treatments and limited landscaping lighting have been added since it was constructed. The maintenance for the clock tower structure and components is less than \$1,000 a year.

This year's FY23/24 Budget includes funding for extensive maintenance and overhaul for the water feature and the existing modular wall units and paver block. The maintenance issues will be addressing the following:

- Currently there are two walls in place and both shall be removed. The walls have bowed through settlement and/or are scaling due to salt residue and water entering through the top cap seams. The walls will be removed and disposed.
- Removal of existing pavers shall be removed from up to 10 feet from the existing outer wall. The pavers have settled and require resetting.
- The existing concrete water feature columns require to be removed for the replacement of a liner which over the years has pulled away from the inner modular wall, again due to settlement. Technology advancement include adding underlayment prior to the rubber membrane to prevent future damage. The concrete water feature columns will be reset to a plumb position with a concrete base foundation.
- The lighting controller, lighting, and underground wiring consisting of line and low voltage components require inspection and minor upgrades.

Due to the extent of the maintenance, Staff is recommending to modify the existing round design to a geometrical shape that will be square. The outer wall dimensions will be built to 15 feet x15 feet with the Unilock Sienna Edge Retaining Wall with coping, 4 modular block high. The inner wall shall be 13 feet x 13 feet with the Unilock Siena Edge Retaining Wall with coping, 7 modular block high. See attached modular blocks labeled as [Attachment A](#). The revised geometrical configuration will provide an optimal structural integrity and substantially reduce the overspray onto the pavers, due to high winds.

The scope of the work includes the following:

- Deconstruction of site

- Pump inspection
- Layout
- Valving and PVC supply line upgrades
- Crate inspection
- Reset concrete columns
- Prepare base
- Installation of Unilock inner wall – Siena Edge - Fieldstone color
- Install rubber underlayment including the sides of the block wall
- Install new rubber liner to be locked in with the upper Unilock modular block
- The inner area of the squares shall include approximately 3 tons of a small ¾-1-inch decorative stone.
- Sealing of the modular block wall will be required-the sealer shall be provided by the awarded vendor through Unilock
- Lighting

Staff requested competitive quotes for the bid opening on April 18, 2023 and staff received four (4) competitive quotes. See [Attachment B](#). The lowest competitive quote was provided by Terrain Landscape Contractors.

The proposed expenditure would be expended from the following accounts:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY23/24 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>	<b>BALANCE</b>
01-30-4223	Maintenance –Clock Tower Paver, Fountain Resetting	\$40,000	\$54,875	(\$14,875)
01-30-4223	Maintenance –Clock Tower Electrical, Lighting Upgrade	\$20,000	\$20,000	\$ 0
<b>TOTALS</b>		<b>\$60,000</b>	<b>\$74,875</b>	<b>*(\$14,875)</b>

\*The project is proposed to be at \$14,875 over budget and opportunities will be reviewed for additional savings within the street budget throughout the year.

### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends a resolution accepting a quote from Terrain Landscape Contractors, for the Darien Clock Tower Maintenance Project at the northeast corner of Plainfield and Cass Ave. for fountain maintenance, wall removal and replacement, resetting of the pavers and electrical upgrades with modified lighting in an amount not to exceed \$74,875.00.

### **ALTERNATE CONSIDERATION**

As directed by the City Council.

### **DECISION MODE**

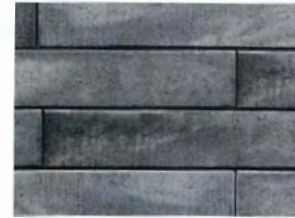
This item will be placed on the May 1, 2023, City Council agenda for formal approval.





**CLASSIC**

SienaEdge™



GRANITE



SIERRA



FIELDSTONE **NEW**



**STANDARD / CORNER UNIT**

11½ x 39 x 7"  
290 x 1000 x 180mm



**COPING**

11½ x 39 x 7"  
290 x 1000 x 180mm

*NOTE: Coping Unit can also act as a closed end unit with the unique patented locking mechanism.*

PHOTOS Granite

Color selection should be chosen from actual samples.



MEMO

**CITY OF DARIEN PUBLIC WORKS  
1702 PLAINFIELD ROAD  
DARIEN, IL 60561**

REQUEST FOR QUOTE: 2023 Clock Tower Project  
OPENING DATE/TIME: April 18, 2023 @ 10:00 a.m.

		Terrain Landscape Contractors		JC Landscape & Tree Service	Haven Landscape Contractors	Misfits Construction Company	
ITEM DESCRIPTION			Total	Total	Total	Total	
	Clock Tower Project		\$ 74,875.00	\$ 125,000.00	\$ 84,540.00	\$ 94,888.00	
	Total		<u>\$ 74,875.00</u>	<u>\$ 125,000.00</u>	<u>\$ 84,540.00</u>	<u>\$ 94,888.00</u>	



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

**A RESOLUTION ACCEPTING A QUOTE FROM TERRAIN LANDSCAPE CONTRACTORS, FOR THE DARIEN CLOCK TOWER MAINTENANCE PROJECT AT THE NORTHEAST CORNER OF PLAINFIELD AND CASS AVE FOR FOUNTAIN MAINTENANCE, WALL REMOVAL AND REPLACEMENT, RESETTING OF THE PAVERS AND ELECTRICAL UPGRADES WITH MODIFIED LIGHTING IN AN AMOUNT NOT TO EXCEED \$74,875.00**

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

**SECTION 1:** The City Council of the City of Darien hereby accepts a quote from Terrain Landscape Contractors, for the Darien Clock Tower Maintenance Project at the northeast corner of Plainfield and Cass Ave. for fountain maintenance, wall removal and replacement, resetting of the pavers and electrical upgrades with modified lighting in an amount not to exceed \$74,875.00, 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 1<sup>st</sup> day of May, 2023.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of May, 2023.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



Any and all requests or addendums shall be made in writing to the attention of Director of Municipal Services via e-mail to dgombac@darienil.gov. All requests will be responded to within 48 hours to all bidders on file.

Total Cost for the City of Darien \$ 74,875<sup>00</sup>

### CITY OF DARIEN

THIS FORM MUST BE COMPLETED & SUBMITTED  
BY NO LATER THAN APRIL 18, 2023 @ 10:00 A.M.  
ATTN: MUNICIPAL SERVICES

Submitted by: Tim Ascolani  
Vendor Name: Terrain Landscape Contractors  
Address: 7748 Surrey Drive Darien, IL 60561  
Phone: 630-675-9534 Cell: 630-675-9534  
E-mail Address: tim@terrainlandscaping.com  
Authorized Signature: [Signature]

The vendor shall provide three references with phone numbers below:

1. Tameling Landscape Supply 630-323-7171 Dave Martinet
2. Hinsdale Nurseries 630-323-1411 Dave Kohlsoat
3. Hidden Gardens 630-655-8283 Jeff Schultz

Acceptance of Quote:

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

City of Darien

Authorized and Accepted:

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

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

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

## **AGENDA MEMO**

**City Council**

**May 1, 2023**

### **ISSUE STATEMENT**

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DARIEN AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150-PUBLIC EMPLOYEES DIVISION- (MAY 1, 2023 THROUGH APRIL 30, 2028)

### **RESOLUTION**

### **BACKGROUND/HISTORY**

The contract between City of Darien and the International Union of Operating Engineers, Local 150-public employees division expires on April 30 2023. The staff has met with the union and have tentatively agreed to the new contract, which is valid from May 1, 2023 through April 30, 2028. The employees covered by this agreement unanimously ratified the contract and returned the signed copy for city approval.

### **STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the resolution

### **ALTERNATE CONSIDERATION**

As directed.

### **DECISION MODE**

This item will be placed on the May 1, 2023 City Council Agenda for council approval.



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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF DARIEN AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150-PUBLIC EMPLOYEES DIVISION- (MAY 1, 2023 THROUGH APRIL 30, 2028)**

**SECTION 1: WHEREAS,** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to Execute a Collective Bargaining Agreement between the City of Darien and the International Union of Operating Engineers, Local 150-public employees division- (May 1, 2023 through April 30, 2028) 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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 1 day of May, 2023.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 1 day of May, 2023.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL 150**

**PUBLIC EMPLOYEES DIVISION**

**AND**

**CITY OF DARIEN**

**May 1, 2023 through April 30, 2028**

## TABLE OF CONTENTS

AGREEMENT .....	3
PREAMBLE .....	3
ARTICLE I .....	3
SECTION 1.1: RECOGNITION.....	3
SECTION 1.2: NEW CLASSIFICATIONS .....	3
SECTION 1.3: MANAGEMENT RIGHTS .....	4
ARTICLE II .....	4
SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS.....	4
SECTION 2.3: UNION BULLETIN BOARD .....	5
ARTICLE III.....	5
<u>UNION DUES</u> .....	5
SECTION 3.1: DEDUCTIONS .....	5
SECTION 3.2: HOLD HARMLESS .....	6
ARTICLE IV .....	6
<u>HOURS OF WORK AND OVERTIME</u> .....	6
SECTION 4.1: WORKDAY AND WORKWEEK.....	6
SECTION 4.2: OVERTIME COMPENSATION .....	7
SECTION 4.3: OVERTIME DISTRIBUTION .....	7
ARTICLE V .....	8
<u>SENIORITY</u> .....	8
SECTION 5.1: SENIORITY DEFINED.....	8
SECTION 5.2: BREAKS IN CONTINUOUS SERVICE .....	9
SECTION 5.3: SENIORITY LIST .....	9
SECTION 5.4: PROBATIONARY EMPLOYEES.....	9
ARTICLE VI .....	9
<u>LAYOFF AND RECALL</u> .....	9
SECTION 6.1: DEFINITION AND NOTICE.....	9
SECTION 6.2: GENERAL PROCEDURES .....	10
SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES .....	10
ARTICLE VII .....	10
<u>DISCIPLINARY PROCEDURES</u> .....	10
SECTION 7.1: EMPLOYEE DISCIPLINE.....	10
SECTION 7.2: RIGHT TO REPRESENTATION .....	11
ARTICLE VIII.....	12
<u>GRIEVANCE PROCEDURE</u> .....	12
SECTION 8.1: GRIEVANCE DEFINED.....	12
SECTION 8.3: GRIEVANCE STEPS .....	13
STEP TWO: CITY ADMINISTRATOR.....	13
SECTION 8.4: GRIEVANCE FORMS .....	15
SECTION 8.6: UNION STEWARDS .....	16
SECTION 9.2: HOLIDAYS FALLING ON WEEKENDS.....	17
SECTION 9.3: VACATION LEAVE.....	17
SECTION 9.4: SICK LEAVE.....	19
SECTION 9.6 FAMILY AND MEDICAL LEAVE.....	21

SECTION 9.7 JURY DUTY LEAVE.....	22
SECTION 9.8 MILITARY LEAVE .....	22
SECTION 9.9 FUNERAL LEAVE .....	22
ARTICLE X.....	23
<u>LABOR MANAGEMENT CONFERENCES</u> .....	23
SECTION 10.1: LABOR-MANAGEMENT CONFERENCES.....	23
SECTION 10.2: PURPOSE .....	24
SECTION 10.4: UNSAFE CONDITIONS.....	24
SECTION 12.1: HOSPITALIZATION AND MEDICAL INSURANCE.....	25
ARTICLE XIII OPEN .....	25
<u>UNIFORMS AND EQUIPMENT</u> .....	25
SECTION 13.1: UNIFORMS/BOOTS .....	25
SECTION 13.2: PROTECTIVE CLOTHING.....	26
ARTICLE XV.....	27
<u>MISCELLANEOUS PROVISIONS</u> .....	27
SECTION 15.1: GENDER.....	27
ARTICLE XVII .....	28
SECTION 17.1: PROHIBITION AGAINST DISCRIMINATION .....	28
SECTION 17.2: UNION ACTIVITY .....	28
ARTICLE XVIII.....	28
SECTION 18.1: NO STRIKE .....	28
ARTICLE XIX.....	28
<u>SAVINGS CLAUSE</u> .....	28
ARTICLE XX.....	29
<u>TERMINATION</u> .....	29



## **AGREEMENT**

This Agreement has been made and entered into by and between the City of Darien, Illinois, (hereinafter referred to as the “Employer”) and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the “Union”), on behalf of certain employees described in Article I.

### **PREAMBLE**

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

### **ARTICLE I**

#### **SECTION 1.1: RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment on which it may lawfully bargain collectively for employees within the collective bargaining unit within the Employer’s Department of Municipal Services (“DMS”), as certified by the Illinois State Labor Relations Board in No.: S-RC-09-045.

#### **SECTION 1.2: NEW CLASSIFICATIONS**

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

In the event there is a need for the establishment of new classifications including rates of pay, there will be a meeting for the purpose of establishing such classifications and rates by mutual agreement. Where agreement is not reached by the time work must be started, the Employer may start work at the rate it believes proper. If the rate mutually agreed on differs from that established by the employer, such rate shall be retroactive to the start of work in the new classification.

**SECTION 1.3: MANAGEMENT RIGHTS**

Subject to the express provisions of the Agreement the Employer retains all of its traditional management rights. The Employer expressly reserves the right under this Agreement to exercise all management rights as set forth in the Illinois Public Labor Relations Act. In addition, the Employer may establish and modify reasonable rules, regulations, policies and procedures so long as such modifications do not conflict with any express provision of this Agreement.

**ARTICLE II**

**SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule, and further provided the agent shall provide advance notice before entering the Employer's premises.

**SECTION 2.2: TIME OFF FOR UNION ACTIVITIES**

Employees may utilize any accumulated time off other than sick leave (holiday, personal, vacation, etc.) for union business.

**SECTION 2.3: UNION BULLETIN BOARD**

The Employer shall provide one Union bulletin board. The board shall be for the sole and exclusive use of the Union.

**ARTICLE III**

**UNION DUES**

**SECTION 3.1: DEDUCTIONS**

The Employer agrees to deduct from the pay of those employees any or all of the following:

- (A) Union membership dues, assessments, or fees;
- (B) Union sponsored credit and other benefit programs as authorized by the bargaining unit member.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State Salary and Annuity Withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

**SECTION 3.2: HOLD HARMLESS**

The Union shall hold and save the employer harmless from any and all responsibility and claims in connection with the collection and disbursement of monies under this Article and Agreement.

**ARTICLE IV**

**HOURS OF WORK AND OVERTIME**

**SECTION 4.1: WORKDAY AND WORKWEEK**

A. The workday is eight (8) hours, and the workweek is forty (40) hours.

B. Except as set forth herein, the regular hours/workdays for bargaining unit employees shall be eight (8) hours per day, 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour unpaid lunch, Monday through Friday. The Employer may alter start time on a permanent basis upon sixty (60) days notice to the Union and an opportunity to discuss the issue, however the altered starting time can be no earlier than 6:00 a.m., and no later than 8:00 a.m. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees may be allowed to leave work thirty (30) minutes early, or shall be compensated at the appropriate rate of overtime should an employee not leave work early.

C. Employees will be provided with one (1) fifteen (15) minute work break in the morning and one (1) fifteen (15) minute work break in the afternoon. Employees are allowed a ten (10) minute clean up period before the end of the workday.

D. The Employer may make a temporary short term reassignment of hours once per year with at least fourteen (14) days notice for the sole purpose of hydrant flushing. In the event the City receives notice of a predicted major snow event the City may send employees home during the day in order for them to obtain rest in anticipation of extended snow callout overtime

work. In the event the major snow event does not materialize and the employees are not called back to work prior to 8:00 p.m. on the night they are sent home, the employees will receive their regular pay for the hours they were sent home earlier that workday. If they are in fact called back to work prior to 8:00 p.m. on the night they are sent home, they will be afforded no less than the amount of time they need to complete the 8 hour day of work or pay. Employees will be permitted to use accrued compensatory time to make up for the time in which they are sent home or have a delayed start at the beginning of each snow event.

#### **SECTION 4.2: OVERTIME COMPENSATION**

The compensation paid employees for overtime work shall be as follows:

A. A bargaining unit employee shall be paid at one and one-half times the employee's regular hourly rate of pay when required to work in excess of 40 hours per week or outside of his normal work day. Overtime will be rounded up to the nearest ¼ hour. Employees' regular hourly rate is calculated by dividing the annual salary by 2080.

B. Compensated time not actually worked shall be counted as "time worked" for purposes of computing overtime compensation.

C. A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on designated holidays, and for all hours worked on emergency (i.e., non scheduled overtime) calls for Saturdays and Sundays.

#### **SECTION 4.3: OVERTIME DISTRIBUTION**

A. The Employer agrees to distribute overtime as equally as possible among those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on that overtime. The parties recognize that

they have an obligation to the community to provide services and this obligation will occasionally require the working of overtime.

B. In the event either an employee or the Union believes that one or more employees is not receiving overtime opportunities the parties shall first take the matter up at a labor management conference prior to the employee or the Union resorting to the grievance process.

#### **SECTION 4.4: CALLBACK**

A callback is an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Callbacks shall be compensated with a guaranteed minimum of two (2) hours at the appropriate overtime rate for each such callback.

#### **SECTION 4.5: COMPENSATORY TIME**

In lieu of paid overtime employees may opt to earn compensatory time off. Compensatory time shall be granted in the minimum of one (1) hour blocks. Employees may accumulate up to eighty (80) hours of compensatory time in lieu of overtime at any given time. Compensatory time cannot be scheduled before it is earned.

### **ARTICLE V**

#### **SENIORITY**

#### **SECTION 5.1: SENIORITY DEFINED**

An employee's seniority shall be the period of the employee's most recent continuous regular employment within DMS for the Employer. Seniority is not transferable into the bargaining unit from previously held non-bargaining unit positions.

## **SECTION 5.2: BREAKS IN CONTINUOUS SERVICE**

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, failure to return from a leave of absence and being absent for three (3) consecutive days without reporting off. However, if an employee returns to work in any capacity for the Employer within twelve (12) months, the break in continuous service shall be removed from his/her record.

## **SECTION 5.3: SENIORITY LIST**

The Employer shall maintain a seniority list which shall be furnished to the Union upon request.

## **SECTION 5.4: PROBATIONARY EMPLOYEES**

An employee is probationary for the first twelve (12) months of employment. Employees who are promoted within the bargaining unit shall not be required to serve an additional probationary period.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. During this period of probation, no grievance may be filed by or on behalf of such employee regarding discharge or discipline and he/she shall have no rights under this Agreement.

## **ARTICLE VI**

### **LAYOFF AND RECALL**

## **SECTION 6.1: DEFINITION AND NOTICE**

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the

Union at least sixty (60) days notice of any layoffs and offer the Union an opportunity to discuss the planned layoffs, including alternatives the Union may propose to the layoffs.

**SECTION 6.2: GENERAL PROCEDURES**

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article V.

**SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES**

The names of laid-off employees shall be placed on a layoff list. Employees shall be recalled in seniority order. The Employer shall notify the employee via certified mail to the employee's last known address with a copy to the Union that he/she is being recalled. If the employee fails to respond within fourteen (14) days from the date of receipt, the employee is deemed to have waived any entitlement to reemployment.

**ARTICLE VII**

**DISCIPLINARY PROCEDURES**

**SECTION 7.1: EMPLOYEE DISCIPLINE**

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline may include the following steps, which are not exhaustive:

- (A) Oral warning with documentation of such filed in the employee's personnel file.
- (B) Written reprimand with copy of such maintained in the employee's personnel file.
- (C) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
- (D) Discharge with documentation of such maintained in the employee's personnel



file, with copy sent to Union office.

However, the Employer shall retain the right to invoke discipline which it determines to be appropriate under the circumstances surrounding each individual incident giving rise to disciplinary action, provided just cause exists. Therefore, the Employer may invoke either a suspension or discharge without oral warning or written reprimand should the seriousness of the offense warrant suspension or discharge without oral warning or written warning.

Prior to actual imposition of a suspension without pay, the employee will be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action with the Director. In the case of termination, the employee will be given the opportunity to discuss the matter with the City Administrator. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action.

Written reprimands and oral reprimands shall not be used as basis for progressive discipline if there has been no reoccurrence of the type or kind of conduct giving rise to the disciplinary action notice after a period of three (3) years. All disciplinary action (including verbal warnings if documented) shall be signed by the employee as having been received by the employee, not that it is agreed to, with a copy given to the employee prior to placement in the personnel file, unless the employee refuses to sign the disciplinary action in which case the Employer shall so indicate on the disciplinary action that the employee has refused to sign it.

## **SECTION 7.2: RIGHT TO REPRESENTATION**

Prior to any disciplinary discussions with the employee, where the imposition of discipline beyond an oral warning is contemplated, the employee shall be informed of his/her rights to Union representation due to the fact that disciplinary action may be taken.

**ARTICLE VIII**

**GRIEVANCE PROCEDURE**

**SECTION 8.1: GRIEVANCE DEFINED**

A grievance is defined as any claim of violation of this Agreement.

## **SECTION 8.2: PROCESSING OF GRIEVANCE**

Except for Step 1 and 2, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

## **SECTION 8.3: GRIEVANCE STEPS**

### **STEP ONE: DIRECTOR OF MUNICIPAL SERVICES**

The Union or employee may submit a written grievance to the Director of MUNICIPAL SERVICES within seven (7) calendar days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Director or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to adjust the matter. The Director shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Director shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the Director does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the grievance may advance.

### **STEP TWO: CITY ADMINISTRATOR**

If the grievance remains unsettled at Step ONE, the Union or employee may advance the written grievance to the City Administrator within fourteen (14) calendar days of the response in step one or when such response was due. The City Administrator or his/her designee shall schedule a conference within fourteen (14) calendar days of receipt of the grievance to attempt to

adjust the matter. The City Administrator shall submit a written response within fourteen (14) calendar days of the conference. If the conference is not scheduled, the City Administrator shall respond to the grievance in writing within fourteen (14) calendar days of receipt of the appeal. If the City Administrator does not respond in a timely fashion, the grievance shall thereby be deemed as denied and the Union may move the grievance to the next step.

### **STEP THREE: ARBITRATION**

If the grievance remains unsettled after the response in step two, the Union may refer the grievance to arbitration within fourteen (14) calendar days of the Step Two response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of arbitrators. The parties shall alternately strike the names of arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. Both parties shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of procedural arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except

where specifically limited by this Article. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall equally pay for the expense of such.

Issue(s) presented to the arbitrator shall be limited to those issue(s) presented at Step Two unless otherwise agreed by the parties.

The arbitrator shall render his/her decision in writing to the parties within a reasonable time following the close of the arbitration hearing or the submission date of briefs, whichever is later. The arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award. The arbitrator's decision shall be final and binding on the Employer, employee, and Union, shall be within the scope and terms of this Agreement, and shall not change any of the terms of this Agreement.

#### **SECTION 8.4: GRIEVANCE FORMS**

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief

being sought. The form shall be signed and dated by the Grievant and/or his/her representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

**SECTION 8.5: SETTLEMENTS AND TIME LIMITS**

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the employer's last answer and shall not be eligible for further appeal.

**SECTION 8.6: UNION STEWARDS**

Two (2) duly authorized bargaining unit representatives shall be designated by the Union as Stewards. Two (2) duly authorized bargaining unit representatives shall be designated by the Union as the alternate Stewards. The Union will provide written notice to identify the Stewards.

**ARTICLE IX**  
**HOLIDAYS**

**SECTION 9.1: GENERAL INFORMATION**

Holidays are:  
New Year's Day  
Memorial Day  
Christmas Eve Day  
Christmas Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
President's Day  
Independence Day  
Good Friday

If the Employer declares any additional dates as observed holidays, such date(s) shall be considered holiday(s) for all bargaining unit employees. All employees shall receive eight (8) hours pay for each holiday. Employees who work on a holiday shall additionally be

compensated at two (2) times their regular rate of pay for all time actually worked on such holiday.

**SECTION 9.2: HOLIDAYS FALLING ON WEEKENDS**

When a holiday falls on a Saturday the prior Friday will be observed as the holiday.

When a holiday falls on a Sunday the following Monday will be observed as the holiday.

**SECTION 9.3: VACATION LEAVE**

Unless specified otherwise, regular full-time employees in the City service completing a probationary period shall be allowed vacation leave according to the following schedule:

After 6 months of service – 1 week (5 working days)

After 1 year of service – 1 additional week (5 working days)

After 2 years of service – 2 weeks (10 working days)

After 5 years of service – 3 weeks (15 working days)

After 10 years of service – 4 weeks (20 working days)

After 20 years of service – 5 weeks (25 working days)

No employee is eligible for vacation leave during the first six (6) months of employment or during the duration of his/her probationary period, whichever is longer, unless agreed to and approved by the City Administrator prior to employment due to special circumstances. The first earned week may be held and taken after the additional week is earned.

Vacation leave shall be granted on the basis of the number of regularly-scheduled hours in the standard work or duty week to which the employee is assigned at the time of his/her vacation and shall use the anniversary date of full-time employment with the City to determine eligibility for paid leave. If an employee does not work the entire time to earn vacation days after they have been taken, the employee shall repay the City for those vacation days not earned.

Vacation leave should be taken during the year following its accumulation, and no employee shall be allowed to defer unused vacation leave into the next year without special approval of the department head and City Administrator.

Vacation leave must be taken in minimum blocks of one-half (1/2) day at a time. Any exception will be granted only with the written consent of the City Administrator and department head.

Absence on account of sickness, death in family, injury or disability in excess of that hereinafter authorized for such purposes, may at the request of the employee, and at the discretion of the City Administrator and department head, be charged against vacation leave allowance.

The Department Head shall approve and schedule vacation leaves with particular regard to the seniority of employees, in accord with operating requirements, and insofar as possible, with the requests of the employees.

Employees who have earned three (3) weeks of vacation may, at their option and with the approval of the City Administrator such approval not to be unreasonably denied, "sell" the third week back to the City and work during that time period for regular time comp time compensation. Employees who have earned four (4) or more weeks of vacation may, at their option and with the approval of the City Administrator such approval not to be unreasonably denied, "sell" the third and/or fourth week(s) back to the City and work during that time period for regular time compensation.

Employees shall be eligible for accrued vacation upon termination. Upon termination of employment, the effective date of termination shall not be extended by the number of days represented by a salary payment for unused vacation leave. Upon the employee's termination the



employee shall be paid an amount equal to unused vacation earned as of the employee's last anniversary date.

Upon the death of a City employee, the named beneficiary of the deceased employee shall be entitled to receive such sum for any accrued vacation period to which the employee was entitled at the time of death.

The City Administrator, at his discretion, may issue advance vacation payroll checks to employees and shall establish procedures for the same.

#### **SECTION 9.4: SICK LEAVE**

Full-time employees of the City shall earn sick leave with full pay at a rate of one (1) workday for each calendar month of service. Of the 12 sick days which may be earned in a calendar year, two (2) days shall be designated as personal days and can be used as denoted below.

Sick leave shall accrue from the date of employment, but shall not be taken during the first six months of employment. There shall be no pay for absences during the first six (6) months of employment.

An employee may be eligible for sick leave for the following reasons:

- A. Personal illness or physical incapacity;
- B. Quarantine of an employee by a physician;
- C. Illness or injury immediate family of employee (immediate family is defined as spouse, parent, child, brother, sister, mother-in-law or father-in-law);
- D. Maternity as directed by a physician; or
- E. Any purpose allowed under FMLA.

Personal days can be used for sick leave as provided above, or can be taken to conduct personal business of the employee. To be utilized for personal reasons, the employee must obtain prior approval from their department head. Personal days cannot be used in conjunction with approved vacation leave and will only count against the "sick pay bonus" provided herein if used for reasons provided hereinabove. Unused personal days will be accumulated as provided herein below.

Sick leave and personal days may be accumulated up to a maximum of 120 days. Sick leave may never be taken in advance of earning the time. In addition, employees covered under IMRF will be permitted to accumulate sick days beyond the 120-day limit, but only for the purpose of receiving credit for IMRF benefits at the time of retirement. Time accumulated beyond 120 days cannot be used for paid time off.

An employee, unable to report for work because of the above reasons, shall report the reason for the absence to his/her supervisor or department head within two (2) hours after the time they are expected to report for work. Sick leave with pay shall not be allowed unless such report has been made.

Sick leave with pay in excess of three (3) consecutive working days shall be allowed only after presenting a written statement from a physician certifying that the employee's condition prevented the employee from reporting to work, if requested by a department head.

A physician certification as described above, may be required for absences less than three (3) days at the discretion of the department head when the department head has reasonable suspicion that the employee is abusing his/her sick leave privilege.

Unused sick leave will not be compensated for in any way at the time of resignation or dismissal of an employee. An employee leaving City service shall not be allowed the use of sick leave in the last two (2) calendar weeks of employment.

Sick pay bonus: Upon five (5) consecutive years of perfect attendance, an employee shall be given a bonus of five (5) days' salary. An employee will be allowed up to one (1) excused absence per year during this period and still remain eligible for the bonus. Excused absence shall mean one sick day used per year. For each calendar year of perfect attendance in succession thereafter, the employee shall be given a bonus of one day's pay. One excused absence shall be allowed during each year.

Upon retirement from the City, accumulated sick time shall be paid back at fifty percent (50%) of the employee's current hourly salary times the number of days accrued up to a maximum of one hundred twenty (120) days accrued. For the purposes of this section, retirement shall be defined as:

A. Retirement shall mean an employee who is at least 55 years of age and has completed 8 years of City service.

B. An employee who has exhausted sick leave may apply paid vacation time to authorized sick leave.

## **SECTION 9.6 FAMILY AND MEDICAL LEAVE**

Employees will be entitled to all benefits under the Family and Medical Leave Act as set forth in the Employer's Personnel and Safety Manual in effect on the date of this Agreement.

**SECTION 9.7            JURY DUTY LEAVE**

A full-time employee shall be granted leave with pay when required to be absent from work for jury duty or as a subpoenaed trial witness in a case involving the City, including cases where an employee is subpoenaed because they witness an incident while on duty.

Compensation for such leave shall be limited to the difference between pay received for this service and normal City pay. Regular full-time employees shall receive that portion of their regular salary equivalent to time normally worked. However, jury duty pay or fees shall be paid to the City, less itemized expenses.

When an employee is notified for jury duty, the employee is to provide written notification to his/her supervisor or department head the following business day after receiving such notification. When serving on a jury, the employee must make regular contact with his/her supervisor or department head.

An employee who must attend court on a non-work related matter must take vacation days or personal days or compensation time to cover the time off from work. If the employee has used his/her allotted vacation or personal days, the employee will be granted leave without pay.

**SECTION 9.8            MILITARY LEAVE**

Employees shall be eligible for military leave in accordance with applicable state and federal law.

**SECTION 9.9            FUNERAL LEAVE**

Employees may be granted up to three (3) working days leave with pay in the event of the death of a spouse, child (including step or adopted), mother or mother-in-law, father or father-in-law, sister, brother or close relative as approved by the department head or City

Administrator. If the employee receives notification of the death while at work, he/she may also be allowed the balance of that workday off with pay.

If any portion of the approved leave falls on a day(s) the employee is not scheduled to work, the employee will receive compensation only for those days normally worked. Funeral leave shall include a maximum of three (3) calendar days regardless of the relationship to scheduled workdays.

Such leave shall not be deducted from either sick leave or vacation leave. Use of accrued vacation or sick leave may be used by an employee to extend funeral leave if approved by the department head or City Administrator. The City may request proof of death, relationship and/or attendance at the funeral. Vacations will be extended as a result of a death of an immediate family member, occurring during vacation.

## **ARTICLE X**

### **LABOR MANAGEMENT CONFERENCES**

#### **SECTION 10.1: LABOR-MANAGEMENT CONFERENCES**

In the interest of efficient management and harmonious employee relations, meetings shall be held between Union and Employer representatives when appropriate. Such meetings shall be at a time mutually agreed upon by the parties, and shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

A Union representative and/or Union Stewards may attend these meetings. The Employer may assign appropriate management personnel to attend.

**SECTION 10.2: PURPOSE**

Such meetings shall be exclusive of the grievance procedure. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards and/or affected bargaining unit employees. Grievances and arbitrations shall not be discussed at such meetings.

**SECTION 10.4: UNSAFE CONDITIONS**

Employees who reasonably and justifiably believe that their health and safety are in danger due to an alleged unsafe working condition, equipment or vehicle, shall immediately inform their supervisors, who shall make a prompt in-the-field determination as to the continuation of the assignment. Ongoing concerns should be addressed at the first available labor management conference.

**ARTICLE XI**

**SUBCONTRACTING**

If the Employer plans to subcontract any work currently performed by bargaining unit members the Employer shall notify the Union and offer the Union an opportunity to discuss the planned subcontracting, including alternatives the Union may propose to such subcontracting. If requested by the Union in writing within seven days of the notice of subcontracting, the parties will engage in effects bargaining. The City will give the Union at least sixty days notice of any planned subcontract.

## **ARTICLE XII**

### **INSURANCE**

#### **SECTION 12.1: HOSPITALIZATION AND MEDICAL INSURANCE**

(A) The Employer agrees that it shall provide employees and their dependents with hospitalization and medical insurance coverage and benefits. Such coverage and benefits shall be the same as that which is provided to all other employees. The Employer retains the right to change insurance carrier or to self-insure. Prior to instituting any change in the existing coverage and benefits, the Employer shall notify the Union no later than sixty (60) days prior to the effective date of the proposed change and upon request meet with representatives to discuss and consider available alternatives.

(B) Employee Contributions. Employees shall contribute 20% of the premium cost as such premium costs may change from time to time.

#### **SECTION 12.2: LIFE INSURANCE**

The Employer shall pay or insure a death benefit of \$10,000 to the employee's designated beneficiary in the event of the employee's death.

## **ARTICLE XIII OPEN**

### **UNIFORMS AND EQUIPMENT**

#### **SECTION 13.1: UNIFORMS/BOOTS**

The Employer shall provide \$800.00 yearly for work related clothing for all bargaining unit employees, to be used at each employee's discretion. No employee may utilize uniform allowance during the last three (3) months of employment prior to that employee's retirement unless the retirement is precipitated by an unforeseen health condition of the employee or

member of the employee's immediate family. The current boot program will remain in full force and effect during the life of this agreement. Employees shall be permitted to use this allowance toward the purchase of boots.

**SECTION 13.2: PROTECTIVE CLOTHING**

The Employer shall provide all necessary items of protective clothing and safety gear, including but not limited to steel toe boots, hip boots, rain gear, safety vests, hard hats, ear protection, chaps, gloves, and safety glasses.

**ARTICLE XIV**

**WAGES**

**SECTION 14.1: WAGE SCHEDULE**

The Wages for the fiscal years beginning on May 1, 2023 and May 1, 2024 are set forth in Appendix A. Wages for fiscal years beginning on May 1, 2025, May 1, 2026, and May 1, 2027 shall be determined by the following methodology:

1. If the CPI-U, as established by the U.S. Department of Labor for Chicago, Naperville & Elgin for the preceding 12 month period ending March 31, 2024, March 31, 2025, March 31, 2026, or March 31, 2027, is 5% or greater, the wage increase for the next contract year shall be 2.75%.
2. If the CPI-U for the preceding 12 month period ending March 31, 2024, March 31, 2025, March 31, 2026, or March 31, 2027, is less than 5%, the wage increase for the next contract year shall be 2.25%.

**SECTION 14.2: ICMA; RETROACTIVE WAGE INCREASE TO CERTAIN EMPLOYEES.**

A. The City's practice of contributing to the employees' ICMA deferred compensation account is hereby discontinued. Employees shall still be permitted to make their own contributions to the ICMA program.



B. In the event a vacancy occurs in a GU1 position and the Employer determines to fill that position, all employees will be given an opportunity to bid for that position. The decision of the Employer will be final.

C. Whenever a GU1 position is being filled, and the top 2 candidates possess equal qualifications and skills, the employee with greater seniority will be appointed to the position.

D. The existing annual merit evaluation payment system will be maintained. The range of merit pay will be as set forth below:

May 1, 2023 - \$2850

May 1, 2024 - \$2950

May 1, 2025 - \$3050

May 1, 2026 - \$3150

May 1, 2027 - \$3250

During the term of this agreement, the City, at its discretion, may increase the maximum merit amount by \$500 for up to 5 employees for maintaining certain certifications or for oversight of certain projects as determined by the City. If an employee receives a merit bonus of less than \$1,200.00 the employee may grieve the Employer's determination in accordance with Article VIII of this Agreement. In year 1 of the contract, the following employees are eligible to receive an additional merit payment of up to \$2,850: Tom Masek, John Carr and Rich Lopic.

E. When an employee is promoted to GU1, that employee will be placed at the first step above the employee's current salary

## **ARTICLE XV**

### **MISCELLANEOUS PROVISIONS**

#### **SECTION 15.1: GENDER**

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

**ARTICLE XVII**

**SECTION 17.1: PROHIBITION AGAINST DISCRIMINATION**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article may be grieved but cannot be arbitrated.

**SECTION 17.2: UNION ACTIVITY**

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. Violations of this Section may be grieved through arbitration and may be processed through other competent jurisdictions.

**ARTICLE XVIII**

**SECTION 18.1: NO STRIKE**

During the term of this Agreement, the Union shall not call a strike.

**SECTION 18.2: NO LOCKOUT**

During the term of this Agreement, the Employer shall not lockout any bargaining unit employees.

**ARTICLE XIX**

**SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force

and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

## **ARTICLE XX**

### **TERMINATION**

This Agreement shall be effective when signed and shall remain in full force and effect until the 30<sup>th</sup> day of April,2028. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day  
of \_\_\_\_\_, 2023 in the City of DARIEN, ILLINOIS.

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 150,

CITY OF DARIEN

\_\_\_\_\_  
James M. Sweeney  
President/Business Manager

\_\_\_\_\_  
Joseph Marchese, Mayor

\_\_\_\_\_  
Bryan P. Diemer  
Attorney

\_\_\_\_\_  
Joanne Ragona, City Clerk

## APPENDIX A

1-May-23	4.00%		
	GU 2	GU 1	Mechanic
Start	54,115.87	57,808.25	64,923.44
1 YR	56,833.50	60,504.08	67,914.86
2 YR	59,418.17	63,248.78	70,906.31
3 YR	63,875.33	67,961.30	76,129.44
4 YR	66,841.34	71,121.09	79,678.06
5 YR	69,806.08	74,282.14	83,226.70
6 YR	72,772.08	77,441.93	86,777.84
7 YR	75,736.82	80,600.46	90,325.22
8 YR	78,701.56	83,761.51	93,875.10
9 YR	81,668.82	86,921.30	97,422.47
1-May-24	3.00%		
	GU 2	GU 1	Mechanic
Start	55,739.35	59,542.50	66,871.14
1 YR	58,538.51	62,319.20	69,952.31
2 YR	61,200.72	65,146.24	73,033.48
3 YR	65,791.56	70,000.13	78,413.32
4 YR	68,846.58	73,254.72	82,068.40
5 YR	71,900.26	76,510.60	85,723.50
6 YR	74,955.24	79,765.18	89,381.17
7 YR	78,008.93	83,018.47	93,034.97
8 YR	81,062.61	86,274.35	96,691.35
9 YR	84,118.88	89,528.94	100,345.14

**EMPLOYEE SLOT-IN**

GU 2			
EMPLOYEE	DATE OF HIRE	STEP	SALARY
BROWN, DAVID	2/23/2015	6 YR	72,772.08
DEVINE, PAUL	5/18/2015	4 YR	66,841.34
CARLSON, ERIK	12/12/2016	4 YR	66,841.34
GREEN, BRANDO	10/22/2018	4 YR	66,841.34
KOUDELIK, JAME	1/15/2018	6 YR	72,772.08
PISCITIELLO, MA	1/18/2008	6 YR	72,772.08
STANKO, CHRIS	7/2/2018	5 YR	69,806.08
BEATTY, ANDREV	5/16/2022	Start	54,115.87
Mechanic			
EMPLOYEE	DATE OF HIRE	STEP	SALARY
MASEK, TOM	6/29/1998	9 YR	97,422.47
GU 1			
EMPLOYEE	DATE OF HIRE	STEP	SALARY
LEPIC, RICH	6/13/1989	9 YR	86,921.30
CARR, JOHN	1/24/1992	9 YR	86,921.30
HERMAN, JAMES	7/19/1999	8 YR	83,761.51
CORNEILS, JEFF	1/31/2000	8 YR	83,761.51
BRUZAN, JAKE	9/27/2004	8 YR	83,761.51
SCHUSTER, KEITH	11/15/2010	8 YR	83,761.51
BEUSSE, DONALD	7/11/2012	8 YR	83,761.51

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

**A RESOLUTION COMMENDING ALDERMAN CHLYSTEK FOR HIS CONTRIBUTIONS TO THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**

WHEREAS, Alderman Chlystek was appointed as an Alderman of Ward 4 to fill a vacancy in 2015;

WHEREAS, Alderman Chlystek grew up on a farm in Michigan where he completed the requirements to become an Eagle Scout;

WHEREAS, Alderman Chlystek is an engineer in the automobile industry;

WHEREAS, Alderman Chlystek earned a bachelor’s degree in mechanical engineering from Michigan Technological University; and

WHEREAS, Alderman Chlystek is a proud father of two and lives with his wife, Joanna;

WHEREAS, Alderman Chlystek has served on Municipal Services and Police Committees;

WHEREAS, the City of Darien is reliant upon individuals to provide their time, energy and talent ensuring the City of Darien remains, “*A Nice Place to Live.*”

**NOW, THEREFORE, BE IT RESOLVED BY MAYOR MARCHESE AND THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, that Alderman Chlystek is hereby commended for his contributions and service to the City of Darien as Alderman from 2015 to 2023.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of May 2023.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1<sup>st</sup> day of May 2023.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

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

**A RESOLUTION COMMENDING ALDERMAN VAUGHAN FOR HIS CONTRIBUTIONS TO THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**

WHEREAS, Alderman Vaughan was appointed as an Alderman of Ward 2 to fill a vacancy in 2018; and

WHEREAS, Alderman Vaughan was the first black alderman in the history of Darien; and

WHEREAS, Alderman Vaughan is a Systems Engineer, with over 15 years of experience in software development and project management; and

WHEREAS, Alderman Vaughan earned a Bachelor of Science in Computer Science and Education from Oral Roberts University and has completed a number of professional-credit project management courses; and

WHEREAS, Alderman Vaughan is a proud father of two and lives with his partner, Lauren; and

WHEREAS, Alderman Vaughan has served on Police and Administrative Finance Committees; and

WHEREAS, the City of Darien is reliant upon individuals to provide their time, energy and talent ensuring the City of Darien remains, "A Nice Place to Live."

**NOW, THEREFORE, BE IT RESOLVED BY MAYOR MARCHESE AND THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, that Alderman Vaughan is hereby commended for his contributions and service to the City of Darien as Alderman from 2018 to 2023.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1st day of May 2023.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 1st day of May 2023.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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



# City of Darien

## Memorandum

**Date:** May 1, 2023  
**TO:** City Council, Clerk, Treasurer  
**FROM:** Mayor Joseph A. Marchese  
**RE:** Appointments to Council Committees

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Please find below my recommendations for Committee Chairpersons and Committee Members for our three City Council Committees.

### Administrative/Finance Committee

**Mary Coyle Sullivan – Chairperson**

Ted Schauer

Gerry Leganski

### Police Committee

**Joseph Kenny – Chairperson**

Ralph Stompanato

Eric Gustafson

### Municipal Services

**Thomas Belczak – Chairperson**

Ted Schauer

Ralph Stompanato

If you have any questions or would like to discuss the appointment, please feel free to contact me at any time prior to the May 1 City Council Meeting.

# CITY OF DARIEN

## Memorandum

**TO:** City Council, Clerk, Treasurer  
**FROM:** Joseph A. Marchese, Mayor  
**DATE:** April 27, 2023  
**RE:** Annual Staff Re-Appointments

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I am bringing forward the annual staff re-appointments for the City Council's consent at the May 1, 2023 City Council Meeting. The reappointments include the following:

- Daniel Gombac, Director of Municipal Services
- Gregory Thomas, Police Chief

Please feel free to contact me if you have any questions.

mg

## **AGENDA MEMO**

**City Council  
May 1, 2023**

### **ISSUE STATEMENT**

A resolution approving an Employee Leasing Agreement with GovTempUSA, LLC to provide a Worksite Employee- assignment City Administrator.

### **RESOLUTION**

### **BACKGROUND/HISTORY**

On March 5, 2018, the City Council unanimously approved an Employee Leasing Agreement with GOVTEMPSUSA, LLC to provide a worksite employee to perform the duties of the City Administrator position, with me serving as the worksite employee. Mayor Marchese and I met and he would like to renew the current employee leasing agreement between GovTemps and Darien, which expires in June. I would be honored and welcome the opportunity to continue serving the City.

In summary, the agreement between the City and GovTemps provides that I continue to carry out the duties of city administrator as a GovTemp's worksite employee as I have since 2018. This agreement provides a significant cost savings to the city due to the reduction in estimated salary and the elimination of employee benefits. The annual savings to the city is approximately \$50,000 to \$70,000.

The renewal agreement with GovTemps essentially remains the same as the current agreement, with adjustments to the annual fees charged to the city. The base fee in the first year of the proposed agreement is \$184,703 plus any merit increases granted by the city to non-union employees, with the specific merit amount determined by the Mayor. The merit amount for non-union employees for FYE 24 is \$2850 plus a 1.5 percent equity merit. Annual increases/merit in subsequent contract periods will be equal to percentage pay increases and merit granted by the city to non-union employees. The agreement also provides that the City will compensate (sell back) up to 25 days of *unused leave time* at the end of each contract year, if I did not exhaust my total leave time. Therefore, the fee for the first year of the agreement could range from \$189,219 to \$208,355 depending on unused leave time. The city is not responsible for paying such benefits and health insurance, pension or other typical employee benefit costs. Current competitive pay and benefits for a full time city administrator in the immediate area is estimated at \$260,000.

### **STAFF/COMMITTEE RECOMMENDATION**

Mayor Marchese and the Administrative/Finance Committee recommend approval of the resolution

### **ALTERNATE CONSIDERATION**

As directed.

### **DECISION MODE**

This will be placed on the May 1, 2023 City Council Agenda along with the department head appointments.

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

**A RESOLUTION APPROVING AN EMPLOYEE LEASING  
AGREEMENT WITH GOVTEMPUSA, LLC**

**WHEREAS**, on March 5<sup>th</sup>, 2018, the City had entered into an agreement with GOVTEMPUSA, LLC to provide a worksite employee that would assume the chief administrative duties of the City as determined by the Mayor and City Council; and

**WHEREAS**, the Mayor and City Council has determined that it is beneficial to enter into a new agreement with GOVTEMPUSA, LLC to provide a worksite employee that will assume the chief administrative duties of the City as determined by the Mayor and City Council; and

**WHEREAS**, the Mayor and City Council has determined that these agreements will financially benefit the City and reduce the expenses associated with the compensation paid to the City Administrator;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 sign an Employee Leasing Agreement between the City of Darien and GOVTEMPUSA, LLC and attached hereto as "[Exhibit 1](#)"

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

**SECTION 3: Home Rule.**

This Resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Resolution should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or

regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that, to the extent the terms of this Resolution should be inconsistent with any non-preemptive state law, this Resolution shall supersede state law in that regard within its jurisdiction.

**SECTION 5: Effective Date.** This Resolution shall be in full force and effect immediately upon its adoption.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1 day of May, 2023**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of May, 2023.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

## EMPLOYEE LEASING AGREEMENT

**THIS EMPLOYEE LEASING AGREEMENT** (this "Agreement") is made by and between **GOVTEMPUSA, LLC**, an Illinois limited liability company ("GovTemp"), and **CITY OF DARIEN, ILLINOIS** (the "Municipality") (GovTemp and the Municipality may be referred to herein individually as "Party" and collectively as the "Parties").

### RECITALS

The Municipality desires to lease a particular employee of GovTemp to assist the Municipality in its operations and GovTemp desires to lease that same employee to the Municipality on the terms and conditions contained herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, and other good and valuable considerations, the receipt and sufficiency of which are mutually acknowledged by the Parties, the Parties hereby agree as follows:

### SECTION 1 SCOPE OF AGREEMENT

**Section 1.01. Worksite Employee.** The Municipality hereby agrees to engage the services of GovTemp to provide, and GovTemp hereby agrees to supply to the Municipality, the individual fully identified on [Exhibit A](#) hereto, hereinafter the "Worksite Employee." **Exhibit A** to this Agreement further identifies the employment position and/or assignment ("Assignment") the Worksite Employee shall fill at the Municipality and shall further identify the base compensation for the Worksite Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemp and the Municipality. GovTemp shall have the sole authority to assign and/or remove the Worksite Employee, subject to approval by the Municipality. The Parties hereto understand and acknowledge that the Worksite Employee shall be subject to the Municipality's day-to-day supervision.

**Section 1.02. Independent Contractor.** GovTemp is and shall remain an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Municipality. GovTemp shall have no authority to bind the Municipality to any commitment, contract, agreement or other obligation without the Municipality's express written consent.

### SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMP AND MUNICIPALITY

**Section 2.01. Payment of Wages.** GovTemp shall timely pay the wages and related payroll taxes of the Worksite Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemp's standard payroll practices. GovTemp shall withhold from such wages all applicable taxes and other deductions elected by the Worksite Employee. GovTemp shall timely forward all deductions to the appropriate recipient as required by law.

The Municipality hereby acknowledges that GovTemp may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Municipality agrees to cooperate with any such financial entity to ensure timely payment of (i) wages and related payroll taxes pursuant to this Section 2.01, and (ii) Fees pursuant to Section 3.03.

**Section 2.02. Workers' Compensation.** To the extent required by applicable law, GovTemp shall maintain and administer workers' compensation, safety and health programs. GovTemp shall maintain in effect workers' compensation coverage covering the Worksite Employee and complete and file all required workers' compensation forms and reports.

**Section 2.03. Employee Benefits.** GovTemp shall provide to Worksite Employee those employee benefits fully identified on [Exhibit B](#) hereto. GovTemp may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Worksite Employee will be included in Fees payable to GovTemp under Section 3.01 of this Agreement. **Exhibit B** may be amended from time to time by a replacement **Exhibit B** signed by both GovTemp and the Municipality.

**Section 2.04. Maintenance and Retention of Payroll and Benefit Records.** GovTemp shall maintain complete records of all wages and benefits paid and personnel actions taken by GovTemp in connection with any of the Worksite Employee, shall retain control of such records at such GovTemp location as shall be determined solely by GovTemp, and shall make such records available as required by applicable federal, state or local laws.

**Section 2.05. Other Obligations of GovTemp.** GovTemp shall be responsible for compliance with any federal, state and local law that may apply to its Worksite Employee(s).

**Section 2.06. Direction and Control.** The Municipality has the right of direction and control over the Worksite Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Worksite Employee shall be supervised, directly and indirectly, and exclusively by the Mayor and the City Council.

**Section 2.07. Obligations of the Municipality.** As part of the employee leasing relationship, the Municipality hereby covenants, agrees and acknowledges:

(a) With respect to the Worksite Employees, the Municipality shall comply with all applicable workplace and employment-related laws and regulations, including and, without limitation, OSHA, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations Act, the Employee Retirement Income Security Act of 1974, the Illinois State Constitution, the Illinois Human Rights Act, and any other federal, state or local law, statute, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of employees;

(b) The Municipality shall retain the right to exert sufficient direction and control over the Worksite Employee as is necessary to conduct the Municipality's business and operations, without which, the Municipality would be unable to conduct its business, operation or comply with any applicable licensure, regulatory or statutory requirements;

(c) The Municipality agrees that the Municipality shall pay no wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Worksite Employee;

(d) The Municipality shall report to GovTemp any injury to any Worksite Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If a Worksite Employee is injured in the course of performing services for the Municipality, the Municipality and GovTemp shall follow the procedures and practices regarding injury claims and reporting, as determined by GovTemp. Upon receipt of notification from GovTemp or its insurance carrier that an injured Worksite Employee is able to return to work and perform "light duty," the Municipality shall immediately make available an appropriate light duty work assignment for such Worksite Employee to the extent required or permitted by any applicable law; and

(e) The Municipality shall report all on-the-job illnesses, accidents and injuries of the Worksite Employee to GovTemp within twenty-four (24) hours following notification of said injury by employee or employee's representative.

### **SECTION 3 FEES PAYABLE TO GOVTEMP**

**Section 3.01. Fees.** The Municipality hereby agrees to pay GovTemp fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on [Exhibit A](#), as amended; plus

(b) Any employee benefits GovTemp paid to the Worksite Employee as identified on [Exhibit B](#) hereto, including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemp pension and welfare benefit plan or federal, state or local laws covering the Worksite Employee.

**Section 3.02. Increase in Fees.** GovTemp may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes when they become effective.

**Section 3.03. Payment Method.** GovTemp shall provide the Municipality a written invoice for the fees owed by the Municipality pursuant to Exhibit A. Within thirty (30) days following receipt of such invoice, the Municipality shall pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemp to an account or lockbox as designated on the invoice.



## **SECTION 4 INSURANCE**

**Section 4.01. General and Professional Liability Insurance.** The Municipality shall maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. At a minimum, the Policies shall insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The Municipality is a member of the Intergovernmental Risk Management Agency (IRMA). GovTemp agrees that such membership satisfies the requirements of this Section.

**Section 4.02. Certificate of Insurance.** Upon request, the Municipality shall provide GovTemp with one or more Certificates of Insurance, verifying the Municipality's compliance with the provisions of Section 4.01.

**Section 4.03. Automobile Liability Insurance.** If the Worksite Employee drives a Municipal or personal vehicle for any reason in connection with his or her Assignment, the Municipality shall maintain in effect automobile liability insurance which shall insure the Worksite Employee, GovTemp and the Municipality against liability for bodily injury, death and property damage.

## **SECTION 5 DURATION AND TERMINATION OF AGREEMENT**

**Section 5.01. Effective and Termination Date.** This Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Municipality is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

**Section 5.02. Termination of Agreement for Failure to Pay Fees.** If the Municipality fails to timely pay the fees required under this Agreement, GovTemp may give the Municipality notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice shall be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemp shall have the right to terminate the Agreement upon expiration of such remedy period.

**Section 5.03. Termination of Agreement for Material Breach.** If either Party materially breaches this Agreement, the non-breaching Party shall give the breaching Party notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice shall be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party shall have the right to immediately terminate the Agreement upon expiration of such remedy period.

**Section 5.06. Termination without Cause.** Either party may terminate this Agreement by providing ninety (90) days written notice.

## **SECTION 6 NON-SOLICITATION**

**Section 6.01. Non-Solicitation.** The Municipality acknowledges GovTemp's legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Municipality agrees that during the term of this Agreement and for a period of two (2) years thereafter, the Municipality shall not solicit, request, entice or induce Worksite Employee to terminate his or her employment with the GovTemp, nor shall the Municipality hire Worksite Employee as an employee.

**Section 6.02. Injunctive Relief.** The Municipality recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Municipality understands and agrees that GovTemp shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 this Agreement. The Municipality also understands and agrees that any such equitable relief shall be in addition to, and not in substitution for, any other relief to which the GovTemp may be entitled.

**Section 6.03. Survival.** The provision of this Section 6 shall survive any termination of this Agreement.

## **SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS**

**Section 7.01. Indemnification by GovTemp.** GovTemp agrees to indemnify, defend and hold the Municipality and its related entities or their agents, representatives or employees (the "Municipality Parties") harmless from and against all claims, liabilities, damages, attorney's fees, costs and expenses ("Losses") (a) arising out of GovTemp's breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemp and its related business entities, their agents, representatives, and employees (the "GovTemp Parties"), taken or not taken with respect to the Worksite Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemp or any of the GovTemp Parties.

**Section 7.02. Indemnification by the Municipality.** The Municipality agrees to indemnify, defend and hold the GovTemp Parties harmless from and against all Losses (a) arising out of the Municipality's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, including without limitation, the Worksite Employee workers' compensation claims, and (c) arising from any act or omission on the part of the Municipality or any of the Municipality Parties. Notwithstanding the foregoing, the Municipality shall have no obligations to the GovTemp Parties under this Section with

respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

**Section 7.03. Indemnification Procedures.** The Party that is seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, shall give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto; provided however that, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party shall demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) takes steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party shall fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Worksite Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party shall be entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section shall not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying Party demonstrates that the defense of such action has been materially prejudiced by the Indemnified Party's failure to timely give such notice.

**Section 7.04. Survival of Indemnification Provisions.** The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

## SECTION 8 ADDITIONAL PROVISIONS

**Section 8.01. Amendments.** This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all of the Parties to this Agreement, except for changes to the fees as set forth in Section 3.

**Section 8.02. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, successors, representatives and assign. Neither Party may assign its rights or delegate its duties hereunder without the express written consent of the other Party, which consent shall not be unreasonably withheld.

**Section 8.03. Counterpart Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered via facsimile.

**Section 8.04. Definitions.** Terms and phrases defined in any part of this Agreement shall have the defined meanings wherever used throughout the Agreement. The terms

"hereunder" and "herein" and similar terms used in this Agreement shall refer to this Agreement in its entirety and not merely to the section, subsection or paragraph in which the term is used.

**Section 8.05. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding GovTemp's provision of Worksite Employee to the Municipality, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the date hereof, and not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party hereto has authority to make, and the Parties shall not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

**Section 8.06. Further Assurances.** Each of the Parties shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts and things reasonably necessary in connection with the performances of their obligations hereunder and to carry out the intent of the parties hereto.

**Section 8.07. Gender.** Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number shall each be deemed to include the other.

**Section 8.08. Notices.** Notices given under this Agreement shall be in writing and shall either be served personally or delivered by certified first class U.S. Mail, postage prepaid and return receipt requested or by overnight delivery service. Notices also may effectively be given by transmittal over electronic transmitting devices such as Telex or facsimile machine if the Party to whom the notice is being sent has such a device in its office, provided that a complete copy of any notice shall be mailed in the same manner as required for a mailed notice.

Notices shall be deemed received at the earlier of actual receipt or three days from mailing date. Notices shall be directed to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party in accordance with this Section:

If to GovTemp:

GOVTEMPSUSA, LLC  
630 Dundee Road, Suite 225  
Northbrook, IL 60062  
Attention: Michael J. Earl  
Telephone: 224-261-8366  
Email: mearl@govhrusa.com

If to the Municipality:

City of Darien  
1702 Plainfield Road  
Darien, IL 60561  
Attention: Mayor Joseph Marchese  
Telephone: 630-254-2421  
Email: [jmarchese@darienil.gov](mailto:jmarchese@darienil.gov)

**Section 8.09. Section Headings.** Section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 8.10. Severability.** If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which shall continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

**Section 8.11. Waiver of Provisions.** The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

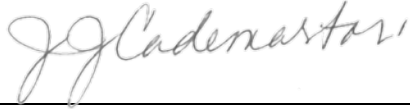
**Section 8.12. Confidentiality.** Each Party shall protect the confidentiality of the other's records and information and shall not disclose confidential information without the prior written consent of the other Party. Each Party shall reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

**Section 8.13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

*[Signatures on following page]*

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

**GOVTEMPUSA, LLC,  
an Illinois limited liability company**

By 

Name: Joellen Cademartori

Title: President/Co-owner

**EFFECTIVE DATE:** April 1, 2023

**MUNICIPALITY**

By \_\_\_\_\_

Name: Joseph Marchese

Title: Mayor



**EXHIBIT A**  
**Worksite Employee and Base Compensation**

**WORKSITE EMPLOYEE:** Bryon Vana

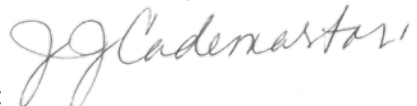
**POSITION/ASSIGNMENT:** City Administrator

**POSITION TERM:** Five Contract Periods: April 1, 2023 – March 31, 2024; April 1, 2024 – March 31, 2025; April 1, 2025 – March 31, 2026; April 1, 2026 – March 31, 2027. April 1, 2027 – June 30, 2027.

**BASE COMPENSATION:** Worksite Employee will be compensated on a salary basis. Municipality will be invoiced biweekly (every two weeks) in the amount of \$7103.98 (\$3551.99 /week based on Worksite Employee working 1600 hours/year at \$115.43/hour and adjusted annually).

Increases in subsequent contract periods will be equal to percentage pay increases granted by Municipality to non-union employees. Worksite Employee may also be eligible for any merit increases granted by Municipality to non-union employees with the specific merit amount determined by the Mayor.

**GOVTEMPUSA, INC.:**

By: 

Date: April 4, 2023

**MUNICIPALITY:**

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

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

This Exhibit A fully replaces all Exhibits A dated prior to the date of the Company's signature above.



**EXHIBIT B**  
**Summary of Benefits**

**LEAVE TIME:** The Municipality will provide ten (10) holiday leave days to Worksite Employee on the same schedule provided to City Hall employees. Additionally, the Municipality will provide leave time at the rate of 50 days/year (contract period 5 is prorated to 3 months) to the Worksite Employee in a *Time Bank* for use in the contract period. At the end of each contract period, or upon termination of the contract, if any leave time is remaining the Municipality will provide payment of up to 25 days of unused leave at the employee’s annual hourly rate.

**OTHER BENEFITS:** The Municipality will provide and maintain the Worksite Employee with a computer, cellular phone, and a Municipal vehicle for worksite employee’s official professional use, and incidental and de minimis personal use.

**GOVTEMPUSA, INC.:**

By: 

Date: April 4, 2023

**MUNICIPALITY:**

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

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

This Exhibit B fully replaces all Exhibits B dated prior to the date of the signatures above.



## 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**