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PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

June 17, 2024

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
 - A. [May 20, 2024](#), City Council
 - B. [June 3, 2024](#), City Council
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 — [24-25-04](#)
13. Standing Committee Reports

14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the [Temporary Liquor License for the Darien Chamber of Commerce for Darien Fest](#)
 - B. Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the [Temporary Liquor License Darien Chamber of Commerce for Concert Series](#)
 - C. Consideration of a Motion to Approve the Expenditure of Budgeted Funds for the Payment of Annual Membership [Dues to the DuPage Metropolitan Enforcement Group \(DUMEG\)](#) in the Amount of \$17,680
 - D. Consideration of a Motion to Approve the Expenditure of Budgeted Funds, Line Item 01-40-4325 [Consulting/Professional Services for a One-Year Law Enforcement Policy Manual Update Subscription from Lexipol, LLC](#) in the Amount of \$10,742.14
 - E. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Emergency Vehicle Tech for the [Purchase of Parts and Labor for the Outfitting of \(12\) Patrol Cars](#) Using Capital Purchases Equipment Funds in the Amount of 215,078.75
 - F. Consideration of a Motion to Approve an Ordinance Amending Title 5A, Zoning Regulations, of the Darien City Code (PZC2023-06: M-U [Mixed-Use District](#))
17. New Business
 - A. Consideration of a Motion to Approve a Resolution Approving an [Intergovernmental Agreement between the Darien Park District and the City of Darien for the Use of Westwood Park](#) for the 2024 Summer Concert Series, Fall Fest and National Night Our Police Department Event
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 MAY 20, 2024 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:23 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

MAY 20, 2024

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 Ted V. Schauer
 Joseph A. Kenny Mary Coyle Sullivan
 Gerry Leganski

Absent: Eric K. Gustafson
 Ralph Stompanato

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**

Kelly Glisan commented regarding freedom of speech. He asked Council to adopt a policy that would disallow non-residents or paid activists from speaking at Darien City Council Meetings.

Noel Manley commented on a well-organized Darien Chamber of Commerce Darien Dash event. His only criticism was having High Haven as a sponsor.

6. **APPROVAL OF MINUTES**

A. City Council Meeting – April 15, 2024

It was moved by Alderman Kenny and seconded by Alderman Belczak to approve the minutes of the City Council Meeting of April 15, 2024.

Roll Call: Ayes: Belczak, Kenny, Leganski, Schauer, Sullivan

Nays: None

Absent: Gustafson, Stompanato

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

B. City Council Meeting – May 6, 2024

It was moved by Alderwoman Sullivan and seconded by Alderman Leganski to approve the minutes of the City Council Meeting of May 6, 2024.

Roll Call: Ayes: Belczak, Kenny, Leganski, Schauer, Sullivan

Nays: None

Absent: Gustafson, Stompanato

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

There were none.

8. **MAYORS REPORT**

A. RECOGNITION OF THE DOWNERS GROVE SOUTH WIND ENSEMBLE

Mayor Marchese recognized and congratulated Jerry Lowery, Director of Bands, Aaron Kennedy, Fine Arts Department Chair, and members of the Downers South Wind Ensemble for their musical excellence in being selected to perform at the 50th Annual University of Illinois SuperState Concert Band Festival.

B. RECOGNITION OF PAUL GANGI – DARIEN LIONS HUMANITARIAN OF THE YEAR

Mayor Marchese recognized Paul Gangi as Darien Lions Humanitarian of the Year. He explained the establishment, humanitarian focus, and recognitions received as recipient of the George Lazansky Award. He commented on Mr. Gangi’s family and active leadership within Our Lady of Mount Carmel Church (OLMC) & Darien Youth Club as coach, director and ultimately commissioner.

Father Jeff Smialek, Pastor of OLMC, noted Paul’s selfless dedication and unwavering faith has continually inspired our community overall to open their hearts to show compassion and love to those in need.

Mayor Marchese thanked Mr. Gangi for his dedication in assisting his fellow man and in making Darien “A Nice Place to Live.”

Mr. Gangi thanked Father Jeff for his leadership, passion, thoughtfulness and humor. He complimented Darien Lions Club for doing a great job in always helping everyone and encouraging organization participation. He thanked his family and friends for their support.

Mayor Marchese...

...congratulated April Padalik and Darien Chamber of Commerce for another successful Darien Dash. He congratulated all participants, vendors and sponsors who gave their time and donations in making the event a success.

...encouraged all to attend the Memorial Day Recognition at the Darien Community Park on Monday, May 27, at 11:00 A.M. to acknowledge the sacrifices made to assure our freedom.

...announced Public Works Week; he thanked the Public Works staff.

...had the opportunity to visit with fifth grade students from Kingswood Academy who wanted to learn about government.

9. **CITY CLERK’S REPORT**

Clerk Ragona announced City offices will be closed on Monday, May 27, 2024 in observance of Memorial Day.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

Alderswoman Sullivan inquired about enrollments for emergency text notifications. Chief Thomas stated there were more than 2000 subscribers.

B. MUNICIPAL SERVICES – NO REPORT

Alderman Kenny inquired about 2023 winterization expense of \$4600; Director Gombac explained the billing was delayed for the irrigation/sprinkler system.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 23-24-26

It was moved by Alderswoman Sullivan and seconded by Alderman Schauer to approve payment of Warrant Number 23-24-26 in the amount of \$997,583.43 from the enumerated funds for a total to be approved of \$997,583.43.

Roll Call: Ayes: Belczak, Kenny, Leganski, Schauer, Sullivan

Nays: None

Absent: Gustafson, Stompanato

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

B. WARRANT NUMBER 24-25-02

It was moved by Alderman Schauer and seconded by Alderman Leganski to approve payment of Warrant Number 24-25-02 in the amount of \$195,933.37 from the

enumerated funds, and \$308,228.29 from payroll funds for the period ending 05/16/24 for a total to be approved of \$504,161.66.

Roll Call: Ayes: Belczak, Kenny, Leganski, Schauer, Sullivan

Nays: None

Absent: Gustafson, Stompanato

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the next Administrative/Finance Committee meeting is scheduled for June 3, 2024 at 6:00 P.M.

Municipal Services Committee – Chairman Belczak announced the next Municipal Services Committee meeting is scheduled for Tuesday, May 28, 2024 at 6:00 P.M.

Police Committee – Chairman Kenny commented having no issues with Consent Agenda Items E, F, G, H & I. He announced the Police Committee meeting is scheduled for June 17, 2024 at 6:00 P.M. in the Police Department Training Room.

Police Pension Board – Liaison Coren announced the Police Pension Board quarterly meeting is scheduled for Thursday, May 23, 2024 at 6:00 P.M in the Police Department Training Room.

Mayor Marchese announced the next meeting of the Darien Community Action Committee is scheduled for August 17, 2024.

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

Thirteen individuals expressed reasons and concerns for wanting Darien’s City Council to approve a resolution calling for an immediate and sustainable ceasefire and humanitarian aid in Gaza. Comments included: stand for humanity; save lives; stop killing; make Darien a beacon of hope; judged by our actions; heightened fear; increased discrimination; release hostages; dire situation; senseless violence; be on right side of history; stop genocide; help community feel safe; your voices speak above us; help people on both sides; bring peace to all; and not here for politics.

Noel Manley, Kelly Glisan, and Kathy Abbate expressed their reasons for not wanting Council to approve the ceasefire resolution.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

A. 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 \$9,400

B. CONSIDERATION OF A MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO SIGN A CONTRACT FOR THE BEST BID FOR STREET LIGHT ELECTRIC SUPPLY

C. RESOLUTION NO. R-43-24 A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE A ONE YEAR EXTENSION TO THE AGREEMENT WITH MC SQUARED ENERGY SERVICES, LLC (MC2) TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE CITY'S ELECTRIC AGGREGATION PROGRAM

D. RESOLUTION NO. R-44-24 A RESOLUTION APPROVING THE EXPENDITURE OF BUDGETED FUNDS, LINE ITEM 01-40-4815 EQUIPMENT TO REPLACE WORN AND DAMAGED CABINETS, SINKS, ETC. FROM ALBRITE BUILDING IN THE TOTAL AMOUNT OF \$17,369.00

E. RESOLUTION NO. R-45-24 A RESOLUTION APPROVING THE EXPENDITURE OF BUDGETED FUNDS TO PURCHASE AMMUNITION FROM KIESLER'S POLICE SUPPLY IN THE AMOUNT OF \$19,385.55

F. RESOLUTION NO. R-46-24 A RESOLUTION ACCEPTING A PROPOSAL FROM EMERGENCY VEHICLE TECH FOR THE PURCHASE OF PARTS AND LABOR FOR THE OUTFITTING OF (7) ADMINISTRATIVE CARS USING DEPARTMENT OF JUSTICE AWARD MONEY IN THE AMOUNT OF \$65,096.44

G. RESOLUTION NO. R-47-24 **A RESOLUTION ACCEPTING A PROPOSAL FROM CDS OFFICE TECHNOLOGIES FOR THE PURCHASE OF (15) PANASONIC FZ 55 SEMI-RUGGIDIZED LAPTOPS USING CAPITAL PURCHASES EQUIPMENT FUNDS IN THE AMOUNT OF \$66,360**

H. RESOLUTION NO. R-48-24 **A RESOLUTION ACCEPTING A PROPOSAL FROM CDS OFFICE TECHNOLOGIES FOR THE PURCHASE OF (15) ZEBRA ZQ521 MOBILE DIRECT THERMAL PRINTERS USING DUI TECHNOLOGY FUNDS IN THE AMOUNT OF \$18,570**

I. RESOLUTION NO. R-49-24 **A RESOLUTION ACCEPTING A PROPOSAL FROM STALKER APPLIED CONCEPTS FOR THE PURCHASE OF (12) IL DSR 2X RADAR UNITS USING DUI TECHNOLOGY FUNDS IN THE AMOUNT OF \$22,101.36**

Roll Call: Ayes: Belczak, Kenny, Leganski, Schauer, Sullivan

 Nays: None

 Absent: Gustafson, Stompanato

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) ZERO TURN RADIUS, REAR DISCHARGING, RIDING MOWERS, MODEL ZD1211R-3-60R AND MODEL ZD1211RL-3-72R FROM ALTA EQUIPMENT COMPANY IN THE AMOUNT OF \$35,436.82

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

RESOLUTION NO. R-50-24 **A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) ZERO TURN RADIUS, REAR DISCHARGING, RIDING MOWERS, MODEL ZD1211R-3-60R AND MODEL ZD1211RL-3-72R FROM ALTA**

EQUIPMENT COMPANY IN THE AMOUNT OF \$35,436.82

Roll Call: Ayes: Belczak, Kenny, Leganski, Schauer, Sullivan
Nays: None
Absent: Gustafson, Stompanato

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

B. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION TO ACCEPT A PROPOSAL FOR THE PURCHASE OF ONE (1) NEW HYDRAULIC GUILLOTINE PIPE CUTTING SAW FROM E.H. WACHS UTILITY PRODUCTS IN AN AMOUNT NOT TO EXCEED \$15,565.00

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

RESOLUTION NO. R-51-24

A RESOLUTION TO ACCEPT A PROPOSAL FOR THE PURCHASE OF ONE (1) NEW HYDRAULIC GUILLOTINE PIPE CUTTING SAW FROM E.H. WACHS UTILITY PRODUCTS IN AN AMOUNT NOT TO EXCEED \$15,565.00

Roll Call: Ayes: Belczak, Kenny, Leganski, Schauer, Sullivan
Nays: None
Absent: Gustafson, Stompanato

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

C. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION CALLING FOR AN IMMEDIATE AND SUSTAINABLE CEASEFIRE AND HUMANITARIAN AID IN GAZA AND THE RELEASE OF HOSTAGES AND THOSE UNJUSTLY HELD (THIS RESOLUTION WAS RECEIVED BY A CITIZEN AND NOT PREPARED BY THE CITY OF DARIEN.)

It was moved by Alderman Belczak and NOT seconded; **MOTION FAILED.**

D. CONSIDERATION OF A MOTION TO DIRECT STAFF TO PREPARE A DRAFT POLICY PERTAINING TO VOTES THAT WILL BE CONSIDERED BY THE CITY COUNCIL

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

Alderwoman Sullivan suggested a strategic process setting expectations on Council items addressing format and review.

Mayor Marchese spoke of humanitarian residents that participate in organizations that service other people. He noted “A Nice Place to Live” is not just a catchy phrase, but reflects who Darien really is. He empathized with audience disappointment; stated a ceasefire resolution would not have an effect on the war. He stated that citizens need to contact their Congressmen and Senators, who can have an impact on world issues.

Alderman Belczak and Alderman Kenny commented on need for policy. Item was referred to Administrative/Finance Committee for review.

Roll Call: Ayes: Belczak, Kenny, Leganski, Schauer, Sullivan

Nays: None

Absent: Gustafson, Stompanato

Results: Ayes 5, Nays 0, Absent 2

MOTION DULY CARRIED

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

Nizam Khatib shared his disappointment in turndown of ceasefire resolution. He reiterated the value of passing a ceasefire resolution and asked Council to reconsider.

Hassan Aly commented on his disappointment in not passing a ceasefire resolution. He will continue to be a friend, neighbor and offer services to make Darien a nice place to live. He stated peace has an impact beyond our borders.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 9:02 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 05-20-24. Minutes of 05-20-24 CCM.

DRAFT

A WORK SESSION WAS CALLED TO ORDER AT 7:03 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE JUNE 3, 2024 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:29 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

JUNE 3, 2024

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	Ted V. Schauer
	Eric K. Gustafson	Ralph Stompanato
	Joseph A. Kenny	Mary Coyle Sullivan
	Gerry Leganski	

Absent: None

Also in Attendance: Joseph Marchese, Mayor
Jessica Plzak, Recording Secretary
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 seven aldermen present, Mayor Marchese declared a quorum.

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

Mary O’Dowd voiced appreciation for traffic light at Clarendon Hills Road & 67th Street; felt intersection was much safer and quieter.

Kelly Glisan shared his feelings regarding related comments made at the May 20 City Council Meeting.

6. **APPROVAL OF MINUTES**

There were none.

7. **RECEIVING OF COMMUNICATIONS**

Alderwoman Sullivan...

...received communication from residents regarding increased traffic/speed on Bailey Road associated with detour from IDOT project due to road closure from North Frontage Road entrance to Our Lady of Mount Carmel Church (OLMC) to Bailey Road. She encouraged residents to adhere to speed limits, be mindful of increased traffic, and not to use rear-gate to OLMC.

...had safety discussion with owners of Carriage Greens Country Club. She reminded residents that the golf course is private property for use by paid golfers only.

Alderman Kenny received communication from Bonnie Kucera regarding lead water service line inventory; he sent inquiry to Municipal Services.

8. **MAYORS REPORT**

There was no report.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

Administrator Vana commented on the beautiful landscaping of 75th Street; he complimented all those involved. Director Gombac noted proactive vendor is providing excellent service.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

B. MUNICIPAL SERVICES – NO REPORT

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 23-24-27

It was moved by Alderman Stompanato and seconded by Alderwoman Sullivan to approve payment of Warrant Number 23-24-27 in the amount of \$58,447.49 from the enumerated funds for a total to be approved of \$58,447.49.

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. WARRANT NUMBER 24-25-03

It was moved by Alderwoman Sullivan and seconded by Alderman Kenny to approve payment of Warrant Number 24-25-03 in the amount of \$335,723.27 from the enumerated funds, and \$343,150.29 from payroll funds for the period ending 05/30/24 for a total to be approved of \$678,873.56.

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the next Administrative/Finance Committee meeting is scheduled for July 1, 2024 at 6:00 P.M.

Municipal Services Committee – Chairman Belczak announced the next Municipal Services Committee meeting is scheduled for June 24, 2024 at 6:00 P.M.

Police Committee – Chairman Kenny announced the Police Committee meeting is scheduled for June 17, 2024 at 6:00 P.M. in the Police Department Training Room.

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

Kathleen Weaver, Nick Darien and Dean Rodkin, members of Darien Historical Society, commented regarding Consent Agenda Item E. Discussion ensued regarding tree removal and replacement. Director Gombac and Mayor Marchese commented and addressed questions.

Mary O’Dowd, Noel Manley, Kathy Abbate, and Kelly Glisan commented regarding Council not getting involved with ceasefire resolution.

Dr. Rasheed Abu Shanab commented on inhumane conditions in Gaza and need for resolution to get to the next level. He felt Congressman Sean Casten would listen only if cities make him listen.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

- A. ORDINANCE NO. O-10-24 AN ORDINANCE GRANTING A SERIES OF VARIATIONS TO ALLOW THE INSTALLATION OF ELECTRONIC MESSAGE BOARD SIGNS (PZC2024-03: 7226 CLARENDON HILLS ROAD/401 PLAINFIELD ROAD, INDIAN PRAIRIE PUBLIC LIBRARY)**

- B. ORDINANCE NO. O-11-24 AN ORDINANCE APPROVING A VARIATION FROM THE DARIEN ZONING ORDINANCE (PZC2024-04: 9004 DARIEN WOODS COURT)
- C. RESOLUTION NO. R-52-24 A RESOLUTION AUTHORIZING THE PURCHASE OF 166 BANNERS FROM BANNERVILLE IN AN AMOUNT NOT TO EXCEED \$15,770.00
- D. RESOLUTION NO. R-53-24 A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW CAMERA TRAILER, MODEL LPD6X12SA, FROM A&W AUTO TRUCK & TRAILER IN AN AMOUNT NOT TO EXCEED \$7,098.00
- E. RESOLUTION NO. R-54-24 A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND ACCEPTING A PROPOSAL FROM MOSCA DESIGN FOR THE PURCHASE OF HOLIDAY LIGHTING AND DECORATIVE DISPLAYS AT A COST NOT TO EXCEED \$85,000.00
- F. ORDINANCE NO. O-12-24 AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN (MICROPHONES, DIGITAL PROCESSOR, ETC.)

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, S Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

17. **NEW BUSINESS**

- A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION APPROVING AN EVENT MANAGEMENT AGREEMENT BETWEEN THE CITY OF DARIEN AND THE CITY OF DARIEN CHAMBER OF COMMERCE FOR THE DARIEN FEST IN 2024

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

RESOLUTION NO. R-55-24 A RESOLUTION APPROVING AN EVENT MANAGEMENT AGREEMENT BETWEEN THE CITY OF DARIEN AND THE CITY OF DARIEN CHAMBER OF COMMERCE FOR THE DARIEN FEST IN 2024

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR DARIEN FEST IN 2024, 2024 SUMMER CONCERT SERIES AND 2024 FALL FEST

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

Alderwoman Sullivan thanked Administrator Vana, Mayor Marchese, and City staff for working through the details.

Administrator Vana stated action is subject to final review by City Attorney. He noted Council may see separate agenda item for Concert Series and/or Fall Fest; hopes to hear from Park District soon.

Mayor Marchese explained intergovernmental agreement process. Treasurer Coren commented on legal fees incurred. Administrator Vana explained challenges Darien Park District liability insurance requirements has on local groups.

RESOLUTION NO. R-56-24 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR DARIEN FEST

IN 2024, 2024 SUMMER CONCERT SERIES AND 2024 FALL FEST

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

C. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION ESTABLISHING GUIDELINES FOR THE ISSUANCE OF CEREMONIAL DOCUMENTS, PROCLAMATIONS, AND SUPPORTING RESOLUTIONS BY THE CITY OF DARIEN

It was moved by Alderman Schauer and seconded by Alderman Leganski to approve the motion as presented

Alderman Belczak was in favor of resolution, but questioned if the Mayor was procedurally the correct "entity" to make the decision. Alderman Kenny agreed with Alderman Belczak. Administrator Vana explained current process and noted Council's ability to make changes.

RESOLUTION NO. R-57-24 A RESOLUTION ESTABLISHING GUIDELINES FOR THE ISSUANCE OF CEREMONIAL DOCUMENTS, PROCLAMATIONS, AND SUPPORTING RESOLUTIONS BY THE CITY OF DARIEN

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

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

Aldерwoman Sullivan reminded Council about Strategic Planning Session on Saturday, June 8.

Mayor Marchese...

...explained the Strategic Planning process; he noted Strategic Planning Session would be four hours.

...announced Darien Park District Ribbon Cutting on June 6 at Darien Community Park.

...stated Darien Lions Club July 4th Parade applications should be completed/turned in.

Alderman Belczak announced Darien Art Council presents Nonsense on June 7 and 8 at Q Bar; tickets available at door.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:23 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 06-03-24. Minutes of 06-03-24 CCM.



CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
June 17, 2024

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		\$189,982.73
Water Fund		\$430,498.77
Motor Fuel Tax Fund		\$696,458.46
Stormwater Management Fund		
Water Depreciation Fund		
Special Service Area Tax Fund		
Impact Fee Expenditures		
Capital Improvement Fund		\$30,416.25
Cannabis Fund		
Federal Equitable Sharing Fund		
	<i>Subtotal:</i>	\$1,347,356.21
General Fund Payroll	06/13/24	\$ 302,037.31
Water Fund Payroll	06/13/24	\$ 30,001.84
	<i>Subtotal:</i>	\$ 332,039.15

<i>Total to be Approved by City Council:</i>	\$1,679,395.36
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Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ACCURATE EMPLOYMENT SCREENING	BACKGROUND CHECKS / SOLICITORS & PRE-EMPLOYMENT	AP061724	4219	Liability Insurance	577.64
AIS	EDR- JULY 2024	AP061724	4325	Consulting/Professional	213.28
AIS	FY 25 COMPUTER/LAPTOP REPLACEMENTS	AP061724	4325	Consulting/Professional	1,252.84
AIS	MONTHLY SERVICES- JULY 2024	AP061724	4325	Consulting/Professional	8,021.49
AIS	SECURE EMAIL- JULY 2024	AP061724	4325	Consulting/Professional	15.50
AIS	BACK UP SERVICE- JULY 2024	AP061724	4325	Consulting/Professional	1,550.00
AIS	JUNIPER /CITY HALL- ANNUAL	AP061724	4325	Consulting/Professional	428.00
AIS	JUNIPER /POLICE DEPT - ANNUAL SUBSCRIPTION	AP061724	4325	Consulting/Professional	216.00
APRIL PADALIK	CONCERT COORDINATION- 6-27-24	AP061724	4239	Public Relations	2,000.00
CHASE CARD SERVICES	DAILY HERALD SUBSCRIPTION -JUNE 2024	AP061724	4213	Dues and Subscriptions	16.00
CHASE CARD SERVICES	DAILY HERALD SUBSCRIPTION-MAY 2024	AP061724	4213	Dues and Subscriptions	16.00
CHASE CARD SERVICES	ZOOM SUBSCRIPTION	AP061724	4213	Dues and Subscriptions	15.99
CHASE CARD SERVICES	TRIBUNE SUBSCRIPTION	AP061724	4213	Dues and Subscriptions	7.96
CHASE CARD SERVICES	INTERNET- PUBLIC WORKS FACILITY	AP061724	4267	Telephone	243.84
CHASE CARD SERVICES	LUNCH FOR PUBLIC WORKS STAFF	AP061724	4330	Contingency	346.70
COMCAST	SIP SERVICE	AP061724	4267	Telephone	474.28
COMCAST BUSINESS	CITY HALL FAX MACHINE	AP061724	4267	Telephone	185.77

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES- MAY 2024	AP061724	4345	Janitorial Service	1,793.00
ILLINOIS TOLLWAY	MISSED TOLLS / PW	AP061724	4273	Vehicle (Gas and Oil)	58.90
IMPACT NETWORKING, LLC	COPIER AGREEMENT (5-31 thru 6-29-24)	AP061724	4225	Maintenance - Equipment	61.95
MECO CONSULTING GROUP LLC	COMMUNICATIONS- MAY 2024	AP061724	4239	Public Relations	2,800.00
MG AUDIO INC	STAGING- DARIEN SUMMER CONCERT 6-27-24	AP061724	4239	Public Relations	2,300.00
MGT OF AMERICA CONSULTING	BRYON VANA- 4-6-24	AP061724	4325	Consulting/Professional	106.55
MGT OF AMERICA CONSULTING	BRYON VANA- 4-13-24	AP061724	4325	Consulting/Professional	106.55
MGT OF AMERICA CONSULTING	BRYON VANA- 4-20-24	AP061724	4325	Consulting/Professional	106.55
MGT OF AMERICA CONSULTING	BRYON VANA - 4-27-24	AP061724	4325	Consulting/Professional	3,658.55
MGT OF AMERICA CONSULTING	BRYON VANA- 4-27-24 BONUS	AP061724	4325	Consulting/Professional	4,130.00
MGT OF AMERICA CONSULTING	BRYON VANA- 5-4-24	AP061724	4325	Consulting/Professional	3,658.55
MGT OF AMERICA CONSULTING	BRYON VANA- 5-11-24	AP061724	4325	Consulting/Professional	3,658.55
MGT OF AMERICA CONSULTING	BRYON VANA- 5-18-24	AP061724	4325	Consulting/Professional	3,658.55
MUNIWEB	WEBSITE MAINTENANCE - MAY 2024	AP061724	4325	Consulting/Professional	1,316.36
ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES FOR CITY HALL	AP061724	4253	Supplies - Office	19.56
ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES FOR CITY HALL	AP061724	4253	Supplies - Office	86.45
ODP BUSINESS SOLUTIONS	CASE OF BLUE PAPER	AP061724	4253	Supplies - Office	79.90
ODP BUSINESS SOLUTIONS	TONER FOR COLORED PRINTER	AP061724	4253	Supplies - Office	421.93
PEERLESS NETWORK	POTS LINES- POLICE DEPT	AP061724	4267	Telephone	167.05
PORTABLE JOHN INC	PORTABLE RESTROOMS FOR CONCERT -6-27-24	AP061724	4239	Public Relations	500.00

CITY OF DARIEN
 Expenditure Journal
 General Fund
 Administration
 From 6/4/2024 Through 6/17/2024

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE- APRIL thru JUNE 2024	AP061724	4243	Rent - Equipment	375.00
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES FOR CITY HALL	AP061724	4253	Supplies - Office	62.78
THE MIX MUSICAL SERVICES INC	CONTRACT #114811 - DARIEN SUMMER CONCERT 6-27-24	AP061724	4239	Public Relations	1,300.00
VERIZON WIRELESS	VERIZON WIRELESS CHARGES	AP061724	4267	Telephone	1,168.41
				Total Administration	47,176.43

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	ArcGIS SOFTWARE	AP061724	4325	Consulting/Professional	39.00
CHRISTOPHER B. BURKE ENG, LTD	GIS SERVICES -OPEN GOV SOFTWARE	AP061724	4325	Consulting/Professional	556.00
CHRISTOPHER B. BURKE ENG, LTD	REVIEW OF SUBDIVISION PLAT -8425 LEMONT RD	AP061724	4328	Conslt/Prof Reimbursable	420.00
CHRISTOPHER B. BURKE ENG, LTD	POTENTIAL PATIO IN FLOODPLAIN- 6809 CLARENDON HILLS RD	AP061724	4328	Conslt/Prof Reimbursable	98.50
CHRISTOPHER B. BURKE ENG, LTD	REVIEW REVISED PLAT & PLANS - WOODLAND GLEN SUBDIVISION	AP061724	4328	Conslt/Prof Reimbursable	1,881.28
DON MORRIS ARCHITECTS P.C.	BUILDING CODE INSPECTIONS- MAY 2024	AP061724	4325	Consulting/Professional	13,550.00
DON MORRIS ARCHITECTS P.C.	BUILDING CODE REVIEWS- MAY 2024	AP061724	4328	Conslt/Prof Reimbursable	5,420.00
DUPAGE LAWN LLC	LAWN MAINTENANCE- MAY 2024	AP061724	4328	Conslt/Prof Reimbursable	160.00
HUUSO	BIO HAZARD RECOVERY AND DISPOSAL / 1225 PLAINFIELD RD	AP061724-2	4328	Conslt/Prof Reimbursable	235.00
JESSICA PLZAK	SECRETARIAL SERVICES /MSC (1-22-24 thru 4-26-24)	AP061724	4205	Boards and Commissions	687.50
JESSICA PLZAK	SECRETARIAL SERVICES /MSC (5-15-24 thru 6-3-24)	AP061724	4205	Boards and Commissions	300.00
				Total Community Development	23,347.28

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	HAULING 4-9-24	AP061724	4257	Supplies - Other	1,097.60
A BLOCK MARKETING, INC	HARDWOOD BARK FOR ENTRANCE SIGNS	AP061724	4350	Forestry	500.00
A BLOCK MARKETING, INC	HARDWOOD BARK FOR 75TH ST PLANTERS	AP061724	4350	Forestry	550.00
A BLOCK MARKETING, INC	HARDWOOD BARK 5-28-24	AP061724-2	4350	Forestry	450.00
A&W TRAILER LLC	TRAILER ADAPTER	AP061724	4225	Maintenance - Equipment	34.99
ACCURATE EMPLOYMENT SCREENING	BACKGROUND CHECKS / SOLICITORS & PRE-EMPLOYMENT	AP061724	4219	Liability Insurance	508.64
ALARM DETECTION SYSTEMS INC	POLICE DEPT ALARM DETECTION (June thru Aug 2024)	AP061724	4223	Maintenance - Building	54.87
ALARM DETECTION SYSTEMS INC	CITY HALL ALARM DETECTION (June thru Aug 2024)	AP061724	4223	Maintenance - Building	54.87
ALTA CONSTRUCTION EQUIPMENT IL	REPAIR PARS FOR KABOTA #202	AP061724	4229	Maintenance - Vehicles	528.13
ALTA CONSTRUCTION EQUIPMENT IL	MOWERS	AP061724	4815	Equipment	35,436.82
BUTTREY RENTAL SERVICES, INC.	PRE-MIXED FUEL	AP061724	4225	Maintenance - Equipment	419.40
BUTTREY RENTAL SERVICES, INC.	WEED TRIMMER HANDLE	AP061724	4225	Maintenance - Equipment	852.58
CHASE CARD SERVICES	ArcGIS SOFTWARE	AP061724	4325	Consulting/Professional	39.00
CHRISTOPHER B. BURKE ENG, LTD	PRE ANNUAL REPORT / NPDES PERMIT	AP061724	4325	Consulting/Professional	197.00
CHRISTOPHER B. BURKE ENG, LTD	2ND REVIEW OF GRADING PLAN -134 HOLLY AVE	AP061724	4328	Consit/Prof Reimbursable	200.00
CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO ABATEMENT (Payment 3 of 4)	AP061724	4365	Mosquito Abatement	9,975.00
CONNEXION	5 STREET LIGHT POLES	AP061724	4359	Street Light Oper & Maint.	9,490.00
FLEETPRIDE	STARTER FOR #103	AP061724	4229	Maintenance - Vehicles	449.79
FOX VALLEY FIRE & SAFETY	FIRE ALARM SERVICE- POLICE DEPT	AP061724	4223	Maintenance - Building	585.00

CITY OF DARIEN
 Expenditure Journal
 General Fund
 Public Works, Streets
 From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
HIGH STAR TRAFFIC	\$350 FINE -SIGN	AP061724	4257	Supplies - Other	251.70
HIGH STAR TRAFFIC	SIGN	AP061724	4257	Supplies - Other	286.05
IMPACT NETWORKING, LLC	COPIER AGREEMENT (5-31 thru 6-29-24)	AP061724	4225	Maintenance - Equipment	61.95
JC LANDSCAPING/TREE SERVICE	REMOVE AND REPLACE MULCH - CITY HALL & POLICE DEPT	AP061724	4223	Maintenance - Building	2,450.00
JC LANDSCAPING/TREE SERVICE	TRIM BUSHES- CITY HALL & POLICE DEPT	AP061724	4223	Maintenance - Building	1,250.00
JC LANDSCAPING/TREE SERVICE	TREE/PLANT REMOVAL AND REPLACE-FRONTAGE RD & LEMONT RD	AP061724	4350	Forestry	800.00
JC LANDSCAPING/TREE SERVICE	TREE/PLANT REMOVAL & REPLACE - 75TH & WILLIAMS	AP061724	4350	Forestry	800.00
JC LANDSCAPING/TREE SERVICE	BUSH/PLANT REMOVAL & REPLACE - CITY HALL & POLICE DEPT	AP061724	4350	Forestry	7,879.00
JC LANDSCAPING/TREE SERVICE	REMOVE AND REPLACE MULCH /ENTRANCE SIGNS	AP061724	4350	Forestry	4,000.00
JC LANDSCAPING/TREE SERVICE	REMOVE & REPLACE MULCH - 75TH ST	AP061724	4350	Forestry	2,333.33
JC LANDSCAPING/TREE SERVICE	REMOVE & REPLACE MULCH - CLOCK TOWER	AP061724	4350	Forestry	1,808.33
JC LANDSCAPING/TREE SERVICE	REMOVE & REPLACE MULCH - POLICE DEPT	AP061724	4350	Forestry	1,333.33
JC LANDSCAPING/TREE SERVICE	REMOVE & REPLACE MULCH -ENTRANCE SIGNS	AP061724	4350	Forestry	861.01
NICOR GAS	90841110001 1041 S FRONTAGE RD	AP061724	4271	Utilities (Elec,Gas,Wtr,Sewer)	103.18

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT PHYSICAL /DRUG SCREEN	AP061724	4219	Liability Insurance	151.00
OREILLY AUTOMOTIVE, INC.	VEHICLE MAINTENANCE SUPPLIES	AP061724	4225	Maintenance - Equipment	71.94
RAGS ELECTRIC	REMOVE & REPLACE LIGHT POLE / BAILEY & CHAPMAN	AP061724	4359	Street Light Oper & Maint.	3,965.50
RAGS ELECTRIC	STREET LIGHT REPAIRS- 8416 CREEKSIDE	AP061724-2	4359	Street Light Oper & Maint.	1,992.10
RAGS ELECTRIC	REPAIR VARIOUS OUTAGES	AP061724-2	4359	Street Light Oper & Maint.	943.56
RED WING SHOES	BOOTS- JIMMY KOUDELIK	AP061724	4269	Uniforms	290.98
SHREVE SERVICES INC	TOP SOIL / 5-30-24	AP061724	4257	Supplies - Other	320.00
SHREVE SERVICES INC	TOPSOIL 5-20-24	AP061724	4257	Supplies - Other	640.00
STAPLES BUSINESS ADVANTAGE	COLORED PAPER FOR PW	AP061724	4253	Supplies - Office	175.78
TAMELING INDUSTRIES	SEED MIX	AP061724	4223	Maintenance - Building	190.00
TAMELING INDUSTRIES	COMPOST	AP061724	4223	Maintenance - Building	53.00
TRUGREEN	FERTILIZER- APRIL 2024	AP061724	4350	Forestry	1,841.46
TRUGREEN	75TH ST PLANTERS- APRIL 2024	AP061724	4350	Forestry	2,554.00
TRUGREEN	CLOCK TOWER- APRIL 2024	AP061724	4350	Forestry	49.00
TRUGREEN	CITY HALL /PD- APRIL 2024	AP061724	4350	Forestry	72.00
TRUGREEN	LAWN SERVICES- MAY 2024	AP061724	4350	Forestry	4,466.94
US GAS	GAS CYLINDER RENTAL 02/01	AP061724	4257	Supplies - Other	61.00
US GAS	GAS CYLINDER RENTAL 03/01	AP061724	4257	Supplies - Other	61.00

CITY OF DARIEN
 Expenditure Journal
 General Fund
 Public Works, Streets
 From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
US GAS	GAS CYLINDER RENTAL 01/01	AP061724	4257	Supplies - Other	61.00
US GAS	GAS CYLINDER RENTAL 04/01	AP061724	4257	Supplies - Other	61.00
US GAS	GAS CYLINDER RENTAL 05/01	AP061724	4257	Supplies - Other	61.00
US GAS	CYLINDER RENTAL 12/01	AP061724	4257	Supplies - Other	61.00
VERIZON WIRELESS	VERIZON WIRELESS CHARGES	AP061724	4271	Utilities (Elec,Gas,Wtr,Sewer)	452.31
VERMEER-ILLINOIS, INC	FAN BELT FOR #304	AP061724	4229	Maintenance - Vehicles	192.12
VULCAN CONSTRUCTION MATERIALS	STONE 5-20-24	AP061724	4257	Supplies - Other	819.36
WAREHOUSE DIRECT	JANITORIAL SUPPLIES	AP061724	4223	Maintenance - Building	38.63
YELLOWSTONE LANDSCAPE	TREE REMOVAL AND CLEAN UP	AP061724	4375	Tree Trim/Removal	660.00
				Total Public Works, Streets	105,947.25

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AXON ENTERPRISES INC	2021 TASER 7 CERTIFICATION BUNDLE	AP061724	4217	Investigation and Equipment	207.39
BAZOS FREEMAN LLC	ADMIN TOW JUDGE FEE- MAY 2024	AP061724	4219	Liability Insurance	300.00
BROWNELLS, INC.	AR-15 BOLT RINGS	AP061724	4217	Investigation and Equipment	28.86
CHASE CARD SERVICES	RANGE SUPPLIES	AP061724	4217	Investigation and Equipment	56.66
CHASE CARD SERVICES	SALES TAX REIMBURSED	AP061724	4217	Investigation and Equipment	(6.26)
CHASE CARD SERVICES	RANGE SUPPLIES	AP061724	4217	Investigation and Equipment	17.26
CHASE CARD SERVICES	12 SETS OF OFFICE CHAIR WHEELS	AP061724	4225	Maintenance - Equipment	295.20
CHASE CARD SERVICES	RECYCLING FEE FOR PRINTER /PD	AP061724	4225	Maintenance - Equipment	72.50
CHASE CARD SERVICES	PHONE CASE- DET STUTTE	AP061724	4253	Supplies - Office	15.29
CHASE CARD SERVICES	PHONE CASE -DET DOLLINS	AP061724	4253	Supplies - Office	22.20
CHASE CARD SERVICES	TONER CARTRIDGE FOR BOOKING ROOM	AP061724	4253	Supplies - Office	199.95
CHASE CARD SERVICES	SCREEN PROTECTORS FOR IPHONES	AP061724	4253	Supplies - Office	39.95
CHASE CARD SERVICES	TONER FOR ADMIN	AP061724	4253	Supplies - Office	67.99
CHASE CARD SERVICES	NAME PLATE - SGT KOSIENIAK	AP061724	4253	Supplies - Office	58.96
CHASE CARD SERVICES	TONER FOR EVIDENCE ROOM	AP061724	4253	Supplies - Office	105.89
CHASE CARD SERVICES	TONER FOR DETECTIVES	AP061724	4253	Supplies - Office	132.89
CHASE CARD SERVICES	COLOR TONER FOR DETECTIVES	AP061724	4253	Supplies - Office	429.59
CHASE CARD SERVICES	EAR BUDS FOR RECORD DEPT	AP061724	4253	Supplies - Office	39.80
CHASE CARD SERVICES	3 TICKETS- ACTIVE THREAT CONFERENCE	AP061724	4263	Training and Education	162.04

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	1 TICKET- ACTIVE THREAT CONFERENCE	AP061724	4263	Training and Education	54.34
CHASE CARD SERVICES	8 WISDOM OF BULLFROG BOOKS / COMMAND STAFF	AP061724	4263	Training and Education	71.92
CHASE CARD SERVICES	INTERNET- POLICE DEPT	AP061724	4267	Telephone	327.04
CHASE CARD SERVICES	GAS FOR CSO CAR	AP061724	4273	Vehicle (Gas and Oil)	36.82
CHASE CARD SERVICES	GAS FOR CSO CAR	AP061724	4273	Vehicle (Gas and Oil)	35.64
CHASE CARD SERVICES	GAS FOR CSO CAR	AP061724	4273	Vehicle (Gas and Oil)	29.88
CHASE CARD SERVICES	GAS FOR CSO CAR	AP061724	4273	Vehicle (Gas and Oil)	38.14
CHASE CARD SERVICES	GAS FOR CSO CAR	AP061724	4273	Vehicle (Gas and Oil)	23.95
CHASE CARD SERVICES	GAS FOR CSO CAR	AP061724	4273	Vehicle (Gas and Oil)	51.22
CHASE CARD SERVICES	GAS FOR CSO CAR	AP061724	4273	Vehicle (Gas and Oil)	57.48
CHASE CARD SERVICES	GAS FOR CSO CAR	AP061724	4273	Vehicle (Gas and Oil)	69.10
CHASE CARD SERVICES	GAS FOR CSO CAR	AP061724	4273	Vehicle (Gas and Oil)	51.55
CHASE CARD SERVICES	5 CARGO COVERS FOR NEW ADMIN VEHICLES	AP061724	4815	Equipment	699.95
CHRISTINE CHARKEWYCZ	PROSECUTOR FEES- MAY 2024	AP061724	4219	Liability Insurance	1,575.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- 6-5-24	AP061724	4219	Liability Insurance	24.03
IL PHLEBOTOMY SERVICES	PHLEBOTOMY SERVICES- MAY 2024	AP061724	4217	Investigation and Equipment	850.00
IL SECRETARY OF STATE	DUPLICATE TITLE FEE 2016 FORD TAURUS SEDAN -GREY	AP061724	4229	Maintenance - Vehicles	50.00
ILLINOIS LEAP	IL LEAP CONFERENCE- 2024	AP061724	4263	Training and Education	359.00
KING CAR WASH	CAR WASHES- MAY 2024	AP061724	4229	Maintenance - Vehicles	304.00
LEADS ONLINE	LEADS INVESTIGATION SYSTEM- RENEWAL (8-1-24 thru 7-31-25)	AP061724	4217	Investigation and Equipment	3,172.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
LUKE SOMOGYE	REIMBURSEMENT- SWAT UNIFORM / SOMOGYE	AP061724	4269	Uniforms	269.61
NICOR GAS	NICOR 82800010009 1710 PLAINFIELD RD	AP061724	4271	Utilities (Elec, Gas, Wtr, Sewer)	548.36
NORTH EAST MULTIREGIONAL TRNG	URBAN RIFLE /CARBINE TACTICAL SHOOTING SKILLS - MATTHEW GIZA	AP061724	4263	Training and Education	300.00
RAY O'HERRON CO. INC.	BOOTS- AUX OFFICER VAUGHN	AP061724	4203	Auxiliary Police	161.95
RAY O'HERRON CO. INC.	HAT- OFFICER AYYAD	AP061724	4269	Uniforms	53.09
RAY O'HERRON CO. INC.	JACKET- OFFICER AYYAD	AP061724	4269	Uniforms	269.99
SPECIAL T UNLIMITED	SLEA BASIC ACADEMY UNIFORM- AYYAD	AP061724	4269	Uniforms	282.00
THEODORE POLYGRAPH SERVICE	POLYGRAPH EXAM- CSO TENUTO	AP061724	4205	Boards and Commissions	200.00
THOMSON REUTERS -WEST	CLEAR PROFLEX SUBSCRIPTION- MAY 2024	AP061724	4217	Investigation and Equipment	454.03
VERIZON WIRELESS	VERIZON WIRELESS CHARGES	AP061724	4267	Telephone	845.52
				Total Police Department	13,511.77
				Total General Fund	189,982.73

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	HAULING- 5-10-24	AP061724	4231	Maintenance - Water System	1,380.00
ALARM DETECTION SYSTEMS INC	POLICE DEPT ALARM DETECTION (June thru Aug 2024)	AP061724	4223	Maintenance - Building	54.87
ALARM DETECTION SYSTEMS INC	CITY HALL ALARM DETECTION (June thru Aug 2024)	AP061724	4223	Maintenance - Building	54.87
CENTRAL SOD FARMS	KY BLUEGRASS	AP061724	4231	Maintenance - Water System	384.00
CENTRAL SOD FARMS	KY BLUEGRASS	AP061724	4231	Maintenance - Water System	207.00
CENTRAL SOD FARMS	KY BLUEGRASS- 2 PALLETS RETURNED	AP061724	4231	Maintenance - Water System	(30.00)
CHASE CARD SERVICES CORE & MAIN	ArcGIS SOFTWARE	AP061724	4325	Consulting/Professional	40.00
	LOWER STEMS FOR HYDRANTS / AT BID PRICE (See Attached)	AP061724	4231	Maintenance - Water System	754.50
DUPAGE WATER COMMISSION	WATER PURCHASE- (4-30-24 thru 5-31-24)	AP061724	4340	DuPage Water Commission	409,510.62
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES- MAY 2024	AP061724	4345	Janitorial Service	515.00
ELMHURST CHICAGO STONE COMPANY	CONCRETE FOR PLAINFIELD /LAKEVIEW	AP061724	4231	Maintenance - Water System	6,574.00
IL SECTION AMERICAN WATER WORK	TRAINING- PUMP STATION & EQUIPMENT / THROM & BEUSSE	AP061724	4263	Training and Education	96.00
JC LANDSCAPING/TREE SERVICE	TRIM BUSHES- CITY HALL & POLICE DEPT	AP061724	4223	Maintenance - Building	1,250.00
JC LANDSCAPING/TREE SERVICE	REMOVE AND REPLACE MULCH - CITY HALL & POLICE DEPT	AP061724	4223	Maintenance - Building	2,450.00
LEE JENSEN SALES, CO., INC.	PLATE LOCKS, SWIVEL HOOKS	AP061724	4231	Maintenance - Water System	808.50
NICOR GAS	23644110001 8600 LEMONT RD	AP061724	4271	Utilities (Elec,Gas,Wtr,Sewer)	53.44
NICOR GAS	05002110004 1930 MANNING RD	AP061724	4271	Utilities (Elec,Gas,Wtr,Sewer)	65.16

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NICOR GAS	90841110001 1041 S FRONTAGE RD	AP061724	4271	Utilities (Elec,Gas,Wtr,Sewer)	103.18
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT PHYSICAL /DRUG SCREEN	AP061724	4219	Liability Insurance	49.00
OREILLY AUTOMOTIVE, INC.	MOTOR OIL	AP061724	4225	Maintenance - Equipment	23.96
PIRTEK	HYDRAULIC HOSE	AP061724	4229	Maintenance - Vehicles	295.22
PIRTEK	CREDIT ON ACCOUNT	AP061724	4229	Maintenance - Vehicles	(128.17)
RENDELS INC	PARTS FOR WATER VEHICALS	AP061724	4229	Maintenance - Vehicles	572.02
ROUTE 66 ASPHALT CO	HOT PATCH	AP061724	4231	Maintenance - Water System	2,078.18
SITE ONE LANDSCAPE SUPPLY	SPRINKLER FITTINGS AND SEED	AP061724	4231	Maintenance - Water System	496.35
TRUGREEN	FERTILIZER- APRIL 2024	AP061724	4350	Forestry	729.50
US GAS	GAS CYLINDER RENTAL 05/01	AP061724	4231	Maintenance - Water System	61.00
US GAS	GAS CYLINDER RENTAL 04/01	AP061724	4231	Maintenance - Water System	61.00
US GAS	GAS CYLINDER RENTAL 01/01	AP061724	4231	Maintenance - Water System	61.00
US GAS	GAS CYLINDER RENTAL 02/01	AP061724	4231	Maintenance - Water System	61.00
US GAS	GAS CYLINDER RENTAL 03/01	AP061724	4231	Maintenance - Water System	61.00
US GAS	CYLINDER RENTAL 12/01	AP061724	4231	Maintenance - Water System	61.00
VERIZON WIRELESS	VERIZON WIRELESS CHARGES	AP061724	4267	Telephone	452.31
VERIZON WIRELESS	VERIZON WIRELESS CHARGES	AP061724	4267	Telephone	144.04
VERIZON WIRELESS	SCADA	AP061724	4267	Telephone	327.07
VULCAN CONSTRUCTION MATERIALS	STONE 5-20-24	AP061724	4231	Maintenance - Water System	822.15
				Total Public Works, Water	430,498.77

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/4/2024 Through 6/17/2024

<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 Water Fund	430,498.77

CITY OF DARIEN
 Expenditure Journal
 Motor Fuel Tax
 MFT Expenses
 From 6/4/2024 Through 6/17/2024

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AEP ENERGY	3017243669 2510 ABBEY DR LOT 278	AP061724	4840	Street Lights	1,155.19
BROTHERS ASPHALT PAVING	ROAD REHAB- ASPHALT PAYOUT #1	AP061724	4855	Street Reconstruction/Rehab	695,303.27
				Total MFT Expenses	696,458.46
				Total Motor Fuel Tax	696,458.46

CITY OF DARIEN
 Expenditure Journal
 Capital Improvement Fund
 Capital Fund Expenditures
 From 6/4/2024 Through 6/17/2024

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	2024 ROAD PROG / PREP BID BOOKLET & RECONNAISSANCE	AP061724	4325	Consulting/Professional	4,760.00
CHRISTOPHER B. BURKE ENG, LTD	FINAL PLANS / PLAINFIELD RD RETAINING WALL	AP061724	4390	Capital Improv-Infrastructure	4,787.50
SUBURBAN CONCRETE, INC.	SIDEWALKS	AP061724	4380	Sidewalk Replacement Progr...	1,260.00
SUBURBAN CONCRETE, INC.	CURB	AP061724	4383	Curb & Gutter Replacement ...	990.00
SUBURBAN CONCRETE, INC.	PW PROJECTS	AP061724	4383	Curb & Gutter Replacement ...	18,618.75
				Total Capital Fund Expenditures	30,416.25
				Total Capital Improvement Fund	30,416.25
Report Total					1,347,356.21



ACCOUNTING ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/21	Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) \$8669.01 INCLUDING PAYMENTS RECEIVED	-8,669.01
05/03	DAILY HERALDONLINE 647-427-4333 IL <i>SUBSCRIPTION</i>	16.00
05/10	ZOOM.US 888-799-9666 WWW.ZOOM.US CA <i>SUBSCRIPTION</i>	15.99
05/31	ZAZZOS PIZZA & CATERING 630-655-4788 IL <i>LUNCH FOR PUBLIC WORKS</i>	346.70
05/31	DAILY HERALDONLINE 647-427-4333 IL <i>SUBSCRIPTION</i> MARY BELMONTE TRANSACTIONS THIS CYCLE (CARD 8706) \$394.89	16.00
05/28	TRITECH FORENSICS LELAND NC <i>TAX Reimbursed</i>	-6.26
05/13	AMZN Mktp US*EW5IT8M73 Amzn.com/bill WA	105.89
05/16	Amazon.com*697TX4ZV3 Amzn.com/bill WA <i>TONER</i>	132.89
05/17	AMZN Mktp US*7978U6P83 Amzn.com/bill WA <i>COLOR ED TONER</i>	429.59
05/19	AMZN Mktp US*F16GY1XA3 Amzn.com/bill WA <i>EAR BUDS / Records</i>	39.80
05/21	COMCAST CHICAGO 800-COMCAST IL <i>INTERNET - POLICE DEPT</i>	327.04
05/21	AMZN Mktp US*5S7O14P13 Amzn.com/bill WA <i>TONER</i>	67.99
05/21	AMZN Mktp US*0888Q76C3 Amzn.com/bill WA <i>RANGE SUPPLIES</i>	56.66
05/24	AMZN Mktp US*SJ5HM6OD3 Amzn.com/bill WA <i>5 CARGO COVERS</i>	699.95
05/23	AMZN Mktp US*DT7UC9VL3 Amzn.com/bill WA <i>SCREEN PROTECTORS</i>	39.95
05/25	PAYPAL *DISASTER RS DISAS 402-935-7733 CA <i>CONFERENCE (3)</i>	162.04
05/24	AMZN Mktp US*Q522T8BP3 Amzn.com/bill WA <i>PHONE CASE</i>	15.29
05/26	PAYPAL *DISASTER RS DISAS 402-935-7733 CA <i>CONFERENCE (1)</i>	54.34
05/27	AMZN Mktp US*9Q32W8R73 Amzn.com/bill WA <i>PHONE CASE</i>	22.20
05/29	AMZN Mktp US*V652M7493 Amzn.com/bill WA <i>TONER</i>	199.95
05/28	Amazon.com*U352288M3 Amzn.com/bill WA <i>8 BOOKS COMMAND STAFF</i>	71.92
05/29	NAP INDUSTRIAL GROUP 616-3896241 MI <i>NAME PLATE FOR SGT</i>	58.96
05/30	AMZN Mktp US*F540B34Y3 Amzn.com/bill WA <i>OFFICE CHAIR WHEELS</i> ROSE MARY GONZALEZ TRANSACTIONS THIS CYCLE (CARD 2755) \$2773.40	295.20
05/08	SHELL OIL 57444172308 DARIEN IL	36.82
05/03	SHELL OIL 57444172308 DARIEN IL	35.64
05/09	SHELL OIL 57444172308 DARIEN IL	29.88
05/09	SHELL OIL 57444172308 DARIEN IL	38.14
05/20	HARBOR FREIGHT TOOLS 543 DOWNERS GROVE IL <i>RANGE SUPPLIES</i>	17.26
05/20	SHELL OIL 57444172308 DARIEN IL	23.95
05/20	SHELL OIL 57444172308 DARIEN IL	51.22
05/28	SHELL OIL 57444172308 DARIEN IL	57.48
05/30	PP*ELGIN RECYCLING GILBERT'S IL <i>RECYCLING FEE - PRINTER</i> JADE NIEDZWIEDZ TRANSACTIONS THIS CYCLE (CARD 4064) \$362.89	72.50
05/09	ESRI 888-3774675 CA <i>SOFTWARE (ARCSIS)</i>	118.00
05/22	COMCAST CHICAGO 800-COMCAST IL <i>PUBLIC WORKS INTERNET</i>	243.84
05/28	CHICAGO TRIB SUBSCRIPTIO 312-546-7900 IL <i>SUBSCRIPTION</i> DANIEL GOMBAC TRANSACTIONS THIS CYCLE (CARD 1571) \$369.80	7.96
05/29	SHELL OIL 57444172308 DARIEN IL	69.10
05/29	SHELL OIL 57444172308 DARIEN IL <i>GAS FOR CSO CARS</i> NICHOLAS TENU'O TRANSACTIONS THIS CYCLE (CARD 3147) \$120.65	51.55



Customer Service:
1-800-275-0863



Mobile: Download the
Chase Mobile® app today

	Tu	W	Th	Fri	Sa	Su
05/27	28	29	30	31		
06/03	4	5	6	7	8	9
06/10	11	12	13	14	15	16
06/17	18	19	20	21	22	23
06/24	25	26	27	28	29	30
07/01	2	3	4	5	6	7

New Balance
\$4,021.43
Minimum Payment Due
\$501.00
Payment Due Date
06/24/24

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

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

ACCOUNT SUMMARY

Previous Balance	\$8,869.01
Payment, Credits	-\$8,875.27
Purchases	+\$4,027.69
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$4,021.43
Opening/Closing Date	05/03/24 - 06/02/24
Credit Limit	\$50,000
Available Credit	\$45,978
Cash Access Line	\$2,500
Available for Cash	\$2,500
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

AGENDA MEMO
CITY COUNCIL
Meeting Date: June 17, 2024

Issue Statement

Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the Temporary Liquor License to the Darien Chamber of Commerce for the – Darien Fest 2024.

BACKUP

Background/History

The Chamber has requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee. The Council has waived this fee in previous years for Darien Fest.

Staff/Committee Recommendation

As directed

Alternate Consideration

As directed

Decision Mode

This item will be on the June 17, 2024 City Council Agenda for formal consideration.

MEMO



June 6, 2024

Mayor Joseph Marchese
City of Darien
Darien, IL.

Dear Mayor Marchese,

The Darien Chamber of Commerce is seeking a fee waiver for the Temporary Liquor License we are seeking to obtain for the 36th Annual Darien Fest to be held on Aug. 9-11th, 2024.

Your consideration in this matter is greatly appreciated.

Sincerely,

April Padalik
Executive Director
Darien Chamber of Commerce
Your Connection to Community!

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

CITY OF DARIEN

APPLICATION FOR TEMPORARY LIQUOR LICENSE

THIS APPLICATION IS FOR: CLASS "J" TEMPORARY LIQUOR LICENSE —

"THE SALE AT RETAIL OF ALCOHOLIC LIQUOR FOR CONSUMPTION ONLY AT THE LOCATION AND ON THE SPECIFIED DATES DESIGNATED FOR THE SPECIAL EVENT IN THE LICENSE." FEE IS \$50.00 PER DAY NOT TO EXCEED THREE (3) CONSECUTIVE DAYS.

NAME OF ORGANIZATION OR GROUP DARIEN CHAMBER OF COMMERCE

ADDRESS 1702 PLAINFIELD RD. PHONE (630) 968-0004

TYPE OF EVENT COMMUNITY FESTIVAL (DARIEN FEST)

LOCATION OF EVENT WESTWOOD PARK, 75TH & FAIRVIEW RD

DATE AND TIME OF EVENT AUG. 9 (6-10PM), AUG. 10 (1-10PM) AUG. 11 (1-9PM)

NAME OF APPLICANT OR REPRESENTATIVE APRIL PADALIK

ADDRESS 1702 PLAINFIELD RD. PHONE (630) 968-0004

NAME OF CHAIRMAN OF EVENT APRIL PADALIK

ADDRESS 1702 PLAINFIELD RD. PHONE (630) 968-0004

April Padalik
Signature of Applicant

FEE: _____

DATE PAID: _____

Date Approved: _____

Application Approved: _____

License No. Issued _____

Joseph A. Marchese, Liquor Commissioner

MANDATORY: PROOF OF DRAM SHOP INSURANCE MUST BE ATTACHED TO THIS APPLICATION COVERING DATE(S) OF EVENT AND DESIGNATING THE CITY OF DARIEN AS ADDITIONAL INSURED ALONG WITH A CHECK TO COVER FEE.

AGENDA MEMO
CITY COUNCIL
Meeting Date: June 17, 2024

Issue Statement

Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the Temporary Liquor License to the Darien Chamber of Commerce for the City Concert Series.

BACKUP

Background/History

The Chamber has requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee (For the City Concert Series, June 27th, July 25th, and Aug. 29th, 2024).

Staff/Committee Recommendation

As directed

Alternate Consideration

As directed

Decision Mode

This item will be on the June 17, 2024 City Council Agenda for formal consideration.

MEMO



June 6, 2024

Mayor Joseph Marchese
City of Darien
Darien, IL.

Dear Mayor Marchese,

The Darien Chamber of Commerce is seeking a fee waiver for the Temporary Liquor License we are seeking to obtain for the City Concert Series, June 27, July 25th, and Aug. 29th, 2024.

Your consideration in this matter is greatly appreciated.

Sincerely,

April Padalik
Executive Director
Darien Chamber of Commerce
Your Connection to Community!

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

CITY OF DARIEN

APPLICATION FOR TEMPORARY LIQUOR LICENSE

THIS APPLICATION IS FOR: CLASS "J" TEMPORARY LIQUOR LICENSE —

"THE SALE AT RETAIL OF ALCOHOLIC LIQUOR FOR CONSUMPTION ONLY AT THE LOCATION AND ON THE SPECIFIED DATES DESIGNATED FOR THE SPECIAL EVENT IN THE LICENSE." FEE IS \$50.00 PER DAY NOT TO EXCEED THREE (3) CONSECUTIVE DAYS.

NAME OF ORGANIZATION OR GROUP DARIEN CHAMBER OF COMMERCE

ADDRESS 1702 PLAINFIELD RD. PHONE (630) 968-0004

TYPE OF EVENT CITY CONCERT SERIES

LOCATION OF EVENT WESTWOOD PARK - 75TH / FAIRVIEW AVE.

DATE AND TIME OF EVENT 6/27, 7/25, 8/29 - 6:00 - 9:00 PM

NAME OF APPLICANT OR REPRESENTATIVE APRIL PADALIK

ADDRESS 1702 PLAINFIELD RD. PHONE (630) 968-0004

NAME OF CHAIRMAN OF EVENT APRIL PADALIK

ADDRESS 1702 PLAINFIELD RD. PHONE (630) 968-0004

April Padalik
Signature of Applicant

FEE: _____

DATE PAID: _____

Date Approved: _____

Application Approved: _____

License No. Issued _____

Joseph A. Marchese, Liquor Commissioner

MANDATORY: PROOF OF DRAM SHOP INSURANCE MUST BE ATTACHED TO THIS APPLICATION COVERING DATE(S) OF EVENT AND DESIGNATING THE CITY OF DARIEN AS ADDITIONAL INSURED ALONG WITH A CHECK TO COVER FEE.

AGENDA MEMO
City Council
June 17, 2024

ISSUE STATEMENT

A motion to approve the expenditure of budgeted funds for the payment of annual membership dues to the DuPage Metropolitan Enforcement Group (DUMEG) in the amount of \$17,680.

BACKUP

BACKGROUND/HISTORY

Staff requests the payment of FY25 DUMEG annual membership dues under FYE25 budget line item 01-40-4337 DUMEG.

The City, through its police department, participates in a countywide drug enforcement task force managed by the Illinois State Police. The DuPage Metropolitan Enforcement Group (DUMEG) is staffed and funded by the member agencies within the county. The Darien Police Department is not a manpower contributor to DUMEG, but rather a fair share contributor. The fair share calculation is \$520 per authorized officer (34) for a total financial contribution of \$17,680.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, committee recommends that the City approve the annual dues payment for DUMEG in the amount of \$17,680.

ALTERNATE CONSIDERATION

The alternate consideration would be to not participate in the countywide drug enforcement task force.

DECISION MODE

This item will be placed on the June 17, 2024, City Council Agenda for formal Council approval.



DU PAGE METROPOLITAN ENFORCEMENT GROUP

Darien Police Department
Chief Greg Thomas
1710 Plainfield Road
Darien, IL 60561

Dear Chief Thomas,

As approved by the DuPage Metropolitan Enforcement Group Policy Board, your "Fair Share" contributions for FY25 to DuMEG are \$17,680.00. This figure is based on \$520 per authorized officer.

Please send your contribution directly to DuMEG by July 31, 2024, so that proper budgeting for FY24 may be implemented.

If you have any questions regarding your contribution, please feel free to contact me.

Sincerely,

Deputy Chief James McGreal
Chairman, DuMEG

DUPAGE METROPOLITAN ENFORCEMENT GROUP
P.O. BOX 162
CLARENDON HILLS, ILLINOIS 60514
(630)325-4784



DuPage Metropolitan Enforcement Group
 PO Box 162, Clarendon Hills, IL 60514
 Ph: (630) 325-4784 | Fax: (630) 325-4762
 www.dupagemeg.com

INVOICE
APRIL 17, 2024

TO: Darien Police Department
 Chief Greg Thomas
 1710 Plainfield Road
 Darien, IL 60561

DUE DATE: July 31, 2024

DESCRIPTION	OFFICERS	RATE	AMOUNT
Fair Share Contribution for FY25 Per Intergovernmental Agreement, # of F/T Sworn Police Officers	34	\$520.00	\$17,680.00
Make checks payable to: DuPage Metropolitan Enforcement Group. Please feel free to contact Katie Pentecost with any questions you may have regarding this invoice. Email: katie.pentecost@illinois.gov			TOTAL \$17,680.00

Thank you for your continued support!

AGENDA MEMO
City Council
June 17, 2024

ISSUE STATEMENT

Staff requests approval for the expenditure of budgeted funds, line item 01-40-4325 Consulting/Professional Services for a one-year law enforcement policy manual update subscription from Lexipol, LLC in the amount of \$10,742.14.

BACKUP

BACKGROUND/HISTORY

This is the 14th year the Darien Police Department has subscribed with Lexipol, LLC to create a web based comprehensive police department policy manual. Lexipol, LLC is highly recommended by our insurance carrier IRMA for their training and risk management policies.

The one-year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, staff recommends that the City approve the expenditure of budgeted funds from line item 01-40-4325 Consulting/Professional Services, the budgeted amount is \$10,200, for the annual payment to Lexipol, LLC in the amount of \$10,742.14.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the June 17, 2024, City Council Agenda for formal Council approval.



Invoice

#INVLEX11236147

6/1/2024

Bill To

Darien Police Department
1710 Plainfield Rd
Darien IL 60561
United States

End User

Darien Police Department

Terms

Net 30

Due Date

7/1/2024

PO #**Contract Term**

7/1/2024 to 6/30/2025

Description**Qty****Rate****Amount**

Annual Law Enforcement Policy Manual & Daily Training
Bulletins

1

\$10,742.14

\$10,742.14

Your invoice includes a 5 % discount.

Subtotal

\$10,742.14

Tax Total (%)

\$0.00

Invoice Total

\$10,742.14

Amount Paid

\$0.00

Amount Due

\$10,742.14

[Click here to submit your accounting inquiry](#)

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at LEXIPOL CUSTOMER PORTAL. If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:
Lexipol, LLC
2611 Internet Blvd, Suite 100
Frisco, Tx 75034-9085

AGENDA MEMO

City Council

June 17, 2024

ISSUE STATEMENT

A motion to approve a resolution to purchase parts and labor for the outfitting of twelve (12) patrol cars from Emergency Vehicle Tech (EVT) using budgeted funds from account 40-4815 in the total amount of \$215,078.75.

RESOLUTION

BACKGROUND / HISTORY

The Darien Police Department is requesting approval to purchase parts and labor for the outfitting of twelve (12) patrol cars from EVT. The outfitting is necessary to make the twelve new patrol cars operational with lights, sirens, computers, printers, decals, rifle mounts, radar units, etc.

We solicited three vendors, but received one quote. Other vendors CAMZ Communications, INC of Channahon IL 60410 and Chicago Communications of Elmhurst IL did not want to quote or could not meet the specifications (time line). Additionally, we've used EVT for previous vehicle outfitting and are very satisfied with their work.

Item	Actual Costs
EVT	\$215,078.75

STAFF / COMMITTEE RECOMMENDATION

Staff recommends approval of outfitting twelve (12) patrol cars from EVT of Mokena, IL in the amount of \$215,078.75.

ALTERNATE CONSIDERATION

As recommended by the committee.

DECISION MODE

This item will be placed on the June 17, 2024 agenda for formal Council consideration and approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM EMERGENCY VEHICLE TECH FOR THE PURCHASE OF PARTS AND LABOR FOR THE OUTFITTING OF (12) PATROL CARS USING CAPITAL PURCHASES EQUIPMENT FUNDS IN THE AMOUNT OF 215,078.75

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 City Administrator to accept a proposal from Emergency Vehicle Tech for the purchase of parts and labor for the outfitting of (12) patrol cars using Capital Purchases Equipment funds in the amount of \$215,078.75, 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 17th day of June, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of June 2024.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Dodge Durango Purchase Fleet Purchase ADD ON EXPENSES

1710 Plainfield Rd	630-971-3999	Mlorek@darienil.gov
Darien IL 60561	F: Fax Number	

Item #	Description	Qty	Invoice	Discount	Price
1A	EVT MARKED FULL CAGE	5	\$18,531.57		\$ 92,657.85
1B	EVT MARKED 1/2 CAGE	2	\$17,101.61		\$ 34,203.22
1C	EVT Marked DRONE	1	\$21,161.52		\$ 21,161.52
1D	EVT MARKED W/O Cage Supervisor	2	\$16,061.61		\$ 32,123.22
1E	EVT UNMARKED	2	\$17,466.47		\$ 34,932.94
Invoice Subtotal					\$ 215,078.75
Tax Rate					
Sales Tax					\$ -
Other					
Deposit Received					
TOTAL					\$ 215,078.75

AGENDA MEMO
CITY COUNCIL
JUNE 17, 2024

CASE

PZC2023-06

Mixed-Use District – Zoning Text Amendment

ORDINANCE**ISSUE STATEMENT**

Petition from the City of Darien to amend the zoning ordinance (i.e. text amendment) to create a mixed-use zoning district.

ATTACHMENTS

- 1) **[ORDINANCE REVISIONS \(MIXED-USE DISTRICT\)](#)**
- 2) **[EXAMPLE MUNICIPAL ORDINANCES](#)**
- 3) **[ZONING SECTION 5A-2-2-5\(G\): STANDARDS FOR AMENDMENTS](#)**

BACKGROUND/OVERVIEW

On November 14, 2022, the City Council held an annual goal-setting session. Part of the meeting focused on the City's zoning ordinance and its current list of permitted/special uses in the business, office, and industrial districts. During the focus session Council pointed to the fact the zoning ordinance does not include a mixed-use district. After discussion, Council directed staff to review the list of uses and create a mixed-use zoning district.

Staff developed the recommended ordinance revisions (attached) creating a mixed-use district. After Municipal Services Committee review, the City Council made a motion on June 5, 2023, to recommend the ordinance revisions to the Planning and Zoning Commission for public hearing.

PZC MEETINGS

The Planning and Zoning Commission held a number of public hearing readings on the case to allow time for staff to obtain feedback from the Commissioners and make proper edits to the proposed ordinance. The case was most recently presented on December 6, 2023 to the Planning and Zoning Commission. **The Planning and Zoning Commission determined the case met the standards for amendments (attached) and forwarded the case with a favorable recommendation to the Municipal Services Committee with a vote of 5-0.**

MSC MEETING

The Municipal Services Committee reviewed this petition at its February 26, 2024 meeting. **The Municipal Services Committee forwarded the case to the City Council with a favorable recommendation with a vote of 3-0, and is being forwarded to City Council for formal approval. The ordinance will be subject to final review by the City Attorney.**

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the June 17, 2024 City Council agenda for formal consideration.

MIXED-USE (M-U) ZONING DISTRICT

- (A) Intent: The intent of this M-U Mixed Use District is to accommodate development characterized by a mixture of housing types in commercial areas and to facilitate the development and redevelopment of areas suited to a combination of commercial and residential uses within the same building. It is recognized that some mature areas of the City are comprised of a variety of compatible uses and the M-U Mixed Use District is created for the purpose of maintaining the vitality of such areas and encouraging appropriate redevelopment. The focus is to allow a more balanced mix of uses in the siting and design of new developments and redevelopment to anticipate changes in the marketplace and to provide for the diverse needs of the residents of the City. Flexibility will be allowed to accomplish such goals through the utilization of streets as public places that encourage pedestrian and bicycle travel and the encouragement of efficient land use by facilitating compact, high-intensity development, minimizing the amount of land needed for surface parking and, facilitation of development (e.g., land use mix, density, and design) that supports public transit where applicable.
- (B) Purpose: The purposes of the M-U Mixed Use District are to:
1. Accommodate mixed-use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units above the non-residential space;
 2. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets;
 3. Allow for the conversion of dwelling units in older commercial areas of mixed dwelling types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization; and
 4. Serve as a zone of transition between commercially dense districts and residential districts by permitting residential occupancy in the units above the non-residential space.
- (C) Definition: Mixed-Use Building: A building that contains at least one floor devoted to allowed non-residential uses and at least one devoted to allowed residential uses.
- (D) **Permitted Uses:** No building, structure, or land shall be used and no building or structure shall be erected, altered, or enlarged which is arranged, intended or designed for other than one of the following uses:
- Accessory structures.
 - Barbershops.
 - Beauty shops.
 - Clinics, medical and dental.
 - Drinking establishments.
 - Eating establishments.
 - General retail.
 - Hotels and motels.
 - Multi-family dwellings (upper levels only).
 - Nail salons.
 - Offices.
 - Outdoor dining.
 - Printing shops.
 - Recreational activities, commercial types.

Schools, music and dance.
Single-family dwellings (upper levels only).
Theatres, other than drive-ins.

(E) **Special Uses:** The following special uses may be permitted in specific situations in accordance with the procedures outlined in section 5A-2-2-6 of this title, as appropriate:

Amusement establishments.
Banks.
Banquet halls.
Community centers.
Consignment shops.

(F) **Prohibited Uses:** No lot, parcel, or tract of land, shall be used, and no building or structure shall be erected, altered, or remodeled, for any of the following uses or uses similar thereto:

Adult-entertainment establishments.
Cannabis business establishments.
Currency exchange.
Kennels.
Package liquor stores.
Pawn shops.
Tobacco shops.

(G) **Building Height:** No principal structure shall exceed six (6) stories or seventy-five feet (75') in height. No accessory structure shall exceed one (1) story or fifteen feet (15') in height.

(H) **Lot Requirements:** The following minimum lot requirements shall be observed:

1. Lot Area: Two thousand five hundred (2,500) square feet for all mixed use.
2. Lot Width: Twenty feet (20').
3. Floor Area Ratio (FAR): 1.5 Maximum.

(I) **Yard Requirements:**

1. Minimum Depths: Yards of the following minimum depths shall be provided:
 - a. Front Yards: No minimum.
 - b. Side Yards: No minimum.
 - c. Rear Yards: Not less than ten feet (10').
 - d. If the side yard or rear yard abuts a residential district, there shall be a minimum five foot (5') side yard and twenty foot (20') rear yard.
2. Vegetation in Yards: Property owners may plant bushes, trees, flowers or other ornamental plantings; however, for any growth extending over the lot line of an adjoining neighbor, or that any way may reasonably become a danger or nuisance to the community, the vegetation may be required to be abated.

(J) **Off-Street Parking and Loading Requirements:** All off-street parking and loading shall conform to the requirements enumerated in Chapter 11 of this title.

(K) **Fences:**

1. Height Limitations: If a fence is to be constructed at the rear or side yard of an M-U Mixed Use lot that abuts a residential district, it shall be at least six feet (6') in height along the lot line that abuts the residence district.
2. Location: The fence must be at least six inches (6") from the lot line. If there are complaints by an adjoining neighbor and the fence is determined to be closer than

six inches (6") from the lot line, the responsibility is upon the fence owner to remove it at his own expense.

3. Jointly Owned Fences: If adjoining property owners agree in writing and file an acknowledgment with the City Clerk, a fence may be built on the precise lot line between the properties. The agreement must specify that neither owner may remove the fence without the permission of the other owner. Both parties are responsible for the maintenance of the fence.

(L) Indoor/Outdoor Operations: All permitted uses in the M-U Mixed Use District must be conducted completely within the enclosed buildings on the lot unless expressly authorized otherwise by the City Council. This requirement does not apply to off-street parking or load areas and outdoor dining areas.

(M) Signs: All signs shall conform to the requirements enumerated in Chapter 3 of Title 4.

(N) Zoning Map Amendment Guidelines: In making its legislative determination to zone or rezone property to the M-U Mixed Use District zoning classification, the Planning and Zoning Commission and City Council may apply the following guidelines to the proposal under consideration:

1. The capacity of existing and proposed community facilities and utilities including water, sewer, and transportation systems to serve the permitted uses which might lawfully occur on the property so zoned;
2. The relationship of the subject property to the various aspects of the City's transportation system including pedestrian ways, bicycle paths, major and collector streets, and public transit;
3. The adequacy of public services including schools, police and fire protection, and solid waste collection serving the property and the impact the permitted uses would have upon these services;
4. The potential impact existing or permitted uses in the vicinity would have upon the land uses authorized in the M-U Mixed Use District and the impact such uses, if developed, would have upon existing uses in the vicinity;
5. The extent to which the proposal will promote balanced growth in the community and will be consistent with the City's goals for equal housing opportunity and a variety of housing types;
6. The impact any natural disasters, including flooding, would have upon the permitted uses;
7. The impact the proposal would have upon the environment including noise, air and water pollution;
8. The conformance of the proposal to the overall comprehensive plan and map for the City.



11-7-10: MX MIXED USE ZONING DISTRICT:

A. Intent: The intent of this MX Mixed Use District is to accommodate development characterized by a mixture of housing types in commercial areas and to facilitate the development and redevelopment of areas suited to a combination of commercial and residential uses within the same building. It is recognized that some mature areas of the Village are comprised of a variety of compatible uses and the MX Mixed Use District is created for the purpose of maintaining the vitality of such areas and encouraging appropriate redevelopment.

B. Purpose: The purposes of the MX Mixed Use District are to:

1. Accommodate mixed-use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units above the non-residential space;
2. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets;
3. Allow for the conversion of dwelling units in older commercial areas of mixed dwelling types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization; and
4. Serve as a zone of transition between commercially dense districts and residential districts by permitting residential occupancy in the units above the non-residential space.

C. Definition:

MIXED-USE BUILDING:	A building that contains at least one floor devoted to allowed non-residential uses and at least one devoted to allowed residential uses.
---------------------	---

D. Permitted Uses: The following uses are permitted in the MX Mixed Use District:

- Banks.
- Barbershops.
- Fire stations.
- Hotels and motels.
- Laundromats.
- Offices.
- Printing shops.
- Recreational activities, commercial types.
- Restaurants.
- Retail stores.
- Single-family residential (upper level only).
- Theaters, other than drive-ins.
- Other uses of the same general character as above.

E. Building Height: No principal structure shall exceed three (3) stories or thirty five feet (35') in height. No accessory structure shall exceed one story or fifteen feet (15') in height.

F. Lot Requirements: The following minimum lot requirements shall be observed:

1. Lot Area: Two thousand five hundred (2,500) square feet for all mixed use.
2. Lot Width: No minimum.

G. Yard Requirements:

1. Minimum Depths: Yards of the following minimum depths shall be provided:
 - a. Front Yards: No minimum.
 - b. Side Yards: No minimum.
 - c. Rear Yard: Not less than ten feet (10').
 - d. If the side yard or rear yard abuts a residential district, there shall be a minimum five foot (5') side yard and twenty foot (20') rear yard.
2. Vegetation In Yards: Property owners may plant bushes, trees, flowers or other ornamental plantings; however, for

any growth extending over the lot line of an adjoining neighbor, or that any way may reasonably become a danger or nuisance to the community, the vegetation may be required to be abated.

H. Off-Street Parking And Loading Requirements: All off-street parking and loading shall conform to the requirements enumerated in chapter 11 of this title.

I. Fences:

1. Height Limitations: If a fence is to be constructed at the rear or side yard of a MX Mixed Use lot that abuts a residential district, it shall be at least six feet (6') in height along the lot line that abuts the residence district.

2. Location: The fence must be at least six inches (6") from the lot line. If there are complaints by an adjoining neighbor and the fence is determined to be closer than six inches (6") from the lot line, the responsibility is upon the fence owner to remove it at his own expense.

3. Jointly Owned Fences: If adjoining property owners agree in writing and file an acknowledgment with the village clerk, a fence may be built on the precise lot line between the properties. The agreement must specify that neither owner may remove the fence without the permission of the other owner. Both parties are responsible for the maintenance of the fence.

J. Indoor/Outdoor Operations: All permitted uses, including commercial and residential purposes, in the MX Mixed Use District must be conducted completely within the enclosed buildings on the lot unless expressly authorized otherwise by the Village Board. This requirement does not apply to off-street parking or load areas, outdoor seating areas, or other specifically allowed outdoor activities in a C Commercial zoning district.

K. Signs: All signs shall conform to the requirements enumerated in chapter 10 of this title.

L. Zoning Map Amendment Guidelines: In making its legislative determination to zone or rezone property to the MX Mixed Use District zoning classification, the Zoning Committee, Zoning Board of Appeals and/or Planning Commission may apply the following guidelines to the proposal under consideration:

1. The capacity of existing and proposed community facilities and utilities including water, sewer, and transportation systems to serve the permitted uses which might lawfully occur on the property so zoned;

2. The relationship of the subject property to the various aspects of the village's transportation system including pedestrian ways, bicycle paths, major and collector streets, and public transit;

3. The adequacy of public services including schools, police and fire protection, and solid waste collection serving the property and the impact the permitted uses would have upon these services;

4. The potential impact existing or permitted uses in the vicinity would have upon the land uses authorized in the MX Mixed Use District and the impact such uses, if developed, would have upon existing uses in the vicinity;

5. The extent to which the proposal will promote balanced growth in the community and will be consistent with the village's goals for equal housing opportunity and a variety of housing types;

6. The impact any natural disasters, including flooding, would have upon the permitted uses;

7. The impact the proposal would have upon the environment including noise, air and water pollution;

8. The conformance of the proposal to the overall comprehensive plan and map for the village. (Ord. 2013-48, 11-7-2013)

SECTION 19-153 – DEVELOPMENT DISTRICTS

(3) MIXED USE DISTRICT: MXD

(A) Definition. A development consisting of one or more lots developed as a cohesive project and designed with a blend of various compatible uses such as commercial, residential and institutional. The uses may be located in the same building or in separate buildings.

(B) Intent. The intent of this district is to encourage and promote well planned, suitable and appropriate mixed use developments with residential, civic uses, and commercial components within identified areas. The focus is to allow a more balanced mix of uses in the siting and design of new developments and redevelopment to anticipate changes in the marketplace and to provide for the diverse needs of the residents of the City. Flexibility will be allowed to accomplish such goals through the utilization of streets as public places that encourage pedestrian and bicycle travel and the encouragement of efficient land use by facilitating compact, high-intensity development, minimizing the amount of land needed for surface parking and, facilitation of development (e.g., land use mix, density, and design) that supports public transit where applicable.

(C) Pre-Application Conference. Before submitting an application for MXD zoning, pre-application consultation between the applicant and the Planning and Development Manager is encouraged to obtain information and guidance prior to entering binding commitments or incurring substantial expense in the preparation of plans, surveys, impact assessments and other data.

(D) Master Development Plan. A Master Plan for the entire Mixed Use District shall be submitted. The proposed Plan shall be prepared by a licensed engineer, surveyor, architect or planner. It shall be drawn to scale and include the following:

- (1) An insert map at a scale of not less than one inch to one mile, showing the property in relation to surrounding roads, subdivisions, or major landmarks;
- (2) A north arrow;
- (3) Topography of the district showing 10 foot contour lines for the site;
- (4) Land uses for the district and proposed density (in a single building of vertical mixed uses the gross area floor ratio must be provided);
- (5) Approximate location of existing buildings, structures and uses on the properties adjacent to the district;
- (6) Natural features of the site including, but not limited to, drainage patterns, riparian areas, water bodies, wetlands, steep slopes or ravines;
- (7) Type, size, and location of any proposed signs;
- (8) Approximate location of proposed streets, driveways, alleys, and rights-of-way with an indication of whether public or private;
- (9) Location of pedestrian access such as sidewalks or trails to key areas of attraction within the district;

- (10) The proposed lot pattern, lot standards, and lot coverage requirements;
- (11) Schematic plans which shall indicate the phasing of the development;
- (12) A landscaping and tree planting plan, including the location of street trees, with a notation indicating the location and retention of existing trees;
- (13) The location, layout, and the surfacing of all vehicle parking and loading areas;
- (14) The location and layout of mass transit stations if applicable;
- (15) A written statement satisfactory to the City of Tega Cay on the guarantees and assurances to be provided for the maintenance of common areas, open space, recreation areas, sidewalks, parking, private streets, driveways or alleys and other privately owned but common facilities serving the district.

(E) Specific Development Standards and Requirements. Each MXD must ensure that the following development standards are met.

- (1) Elevations for all buildings and structures, other than single family dwellings, shall be provided and include architectural treatments that create visual interest and community character and promote a sense of pedestrian scale and shall contain the following:
 - (a) Where applicable, cornices (e.g., building tops or first-story cornices) shall be aligned to generally match the height(s) of those on adjacent buildings. Building height limitations shall be governed by the applicable Building Codes.
 - (b) Maximum Building height for Mixed Use Buildings shall be 4 stories/55 feet including roof design and profile. Building height is limited to 65 feet when locating mechanical equipment on the roof. Mechanical area can contain no living space and must be accessible by elevator. In addition, all mechanical equipment must be screened from other rooftop uses. Building height “transitions” or step-downs shall be provided where the MXD district abuts adjacent residential properties where the maximum building height is three stories/45 feet.
 - (c) Mixed use buildings shall have a minimum Ground floor height, floor to ceiling, of 12 feet and Upper story height, floor to ceiling, of 10 feet with a minimum of 9 feet.
 - (d) Any building façade oriented to the public view shall provide ground floor transparent windows to allow visual access into and out of the building;
 - (e) Primary entrances shall open on to a street or interior courtyard.
 - (f) Building frontages along streets shall break any flat, monolithic façade by including architectural features such as, but not limited to, bay windows, recessed entrances, fluted masonry, fenestration, cornices, or other articulation so as to provide visual interest and a pedestrian scale to the first floor.
 - (g) Multi-story buildings shall extend the same architectural features above the ground floor level through variations in design, detail, and proportion, and by avoiding designs featuring a monolithic street façade.
- (2) To encourage the use of design to minimize opportunities for crime and to increase public safety the following should be utilized:

- (a) Building entrances, parking areas, private and public open spaces, and pathways should be accentuated with appropriate features such as landscaping, pavement treatment, art and signs which draw attention to the area. Such features should be placed or designed in such a manner that the view into the area is not obscured.
 - (b) The proposed layout, building, and landscape design should promote natural surveillance. Physical features and activities should be oriented and designed in ways that maximize the ability to see throughout the site.
 - (c) The proposed site layout and building design should encourage activity in public spaces.
 - (d) The development should control access wherever possible by properly siting and designing entrances and exits (i.e., clear view from the store) and through the appropriate use of lighting, signs and/or other features.
- (3) To encourage buildings to be designed to a human scale for pedestrian access, safety and comfort and to promote a design which would provide direct and safe access between the site and adjacent land uses that is convenient and pleasant for the pedestrian the following should be utilized:
 - (a) The site layout should cluster buildings on the site to promote linked trips via interconnected pedestrian promenades (such that a pedestrian need not cross more than 64 lineal feet of parking or driveway area, or one double loaded row of parking (not inclusive of sidewalks, pathways, landscaping, plazas, and other pedestrian facilities), whichever is less, between buildings.
 - (b) The development should provide internal and/or public pedestrian connections that are direct, convenient and pleasant with appropriate amenities.
- (4) Residential uses may be located in a separate building or in mixed configuration with commercial in the same structure. When in a mixed configuration, residential uses should be located on the upper stories; or, on ground floors when they do not use storefront space. In no case shall residential uses be located on the ground floor of a building located on commercial street frontage.
- (5) Live/Work should incorporate the following criteria:
 - (a) May not be converted to purely residential use.
 - (b) May be converted to an all commercial use, with the review and approval of the City.
 - (c) May constitute all or part of the residential percentage of the mixed-use development. A mixed-use development should not consist exclusively of live/work units.
 - (d) Shall be located near the commercial portion of the mixed-use development.
- (6) Units of various sizes (e.g., studios, one and two bedroom units) are encouraged.
- (7) On-site parking areas:
 - (a) Parking areas shall be located where residents and businesses have easy and convenient access. Opportunities for shared parking shall be utilized. However, the project may consider dedicating a certain portion of the parking for each use.
 - (b) Surface parking should be oriented behind buildings when possible.
 - (c) Surface Parking shall not be located on street corners.

- (d) Surface parking shall not exceed 110% of the minimum parking requirement for the subject land use(s) as identified in the Section 19-301 of the Zoning Code. Exemptions to the standard can be approved through site/design review for developments that provide parking structures, shared parking, valet parking spaces, market rate parking, or similarly managed parking facilities;
- (e) Parking Structures with frontages on commercial corridors must allocate space for commercial use on the first floor.
- (f) Parking Structures located adjacent to a residential use shall have a side and rear setback of 20 feet and be landscaped and screened. Should the Parking Structure be located on a corner adjacent to residential uses, the first floor commercial use must wrap the corner and the landscaped setback may be reduced to 10 feet.
- (g) The Parking Structure must be screened or wrapped with the Mixed Use Structure with a minimum of 25 feet of either hard or softscape design or an approved mixture of both.
- (8) The area covered by impervious surfaces (i.e., area covered by buildings and pavement) shall be minimized to the greatest extent practicable; best practices for surface water management shall be required.
- (9) Building setbacks shall be as follows:
 - (a) Front setback along a primary or major street shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum.
 - (b) Front setback along a secondary or minor street shall utilize a Build-to Zone of 0 feet minimum to 10 feet maximum.
 - (c) Side setback along a primary or major street shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum.
 - (d) Side setback along a secondary or interior street shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum.
 - (e) Rear setback shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum to other properties within the MXD.
 - (f) Side and Rear setbacks abutting residential districts shall be 20 feet.
- (10) Side and Rear setbacks abutting other commercial properties shall be 10 feet. The maximum Floor Area Ratio (FAR) shall be [2.0] for mixed-use buildings and [1.25] for all other buildings.

(F) Permitted Uses. The following are the principal uses permitted in this district:

- (1) Single Family Residential detached and attached.
- (2) Live/Work Space located above the ground floor of commercial buildings.
- (3) Multi-Family Residential (for-lease apartments, condominiums).
- (4) Commercial recreation establishments, including movie theaters, pool and video game rooms, bowling and skating rinks.
- (5) Primary retail establishments such as department stores, general mercantile stores, clothing, variety, and similar low bulk items.
- (6) Secondary retail establishments such as those selling principally one-stop items, usually high-bulk, including furniture, appliance, home furnishings, floor coverings,

- business machines, heating and air conditioning sales and service, bicycle sales and services, and similar establishments.
- (7) Social retail uses such as coffee shops, brew pubs, bookstores, art galleries, bakeries, and florists.
 - (8) Convenience retail establishments such as small scale grocery and beverage stores.
 - (9) Restaurants, including those with or without on premise alcohol sales.
 - (10) Personal service establishments such as barber and beauty shops; laundromats; laundry pick-up; tailor; dressmaker; shoe shops; photo studio
 - (11) Business Services (printing, copying, parcel services).
 - (12) Medical offices, clinics, and pharmacies.
 - (13) Educational institutions, primary through graduate, public and private.
 - (14) Commercial adult and child care facilities as a Conditional Use.
 - (15) Churches and places of worship or religious institutions.
 - (16) Financial institutions, banks, credit unions, CDA & Accounting and Brokerage.
 - (17) Professional Office such as legal services, architectural and engineering services.
 - (18) Fresh Farm/Open Air Markets.
 - (19) Public and private transportation service and facilities, including bus terminals, bus stops and taxi stands.
 - (20) Animal Services, including kennels, veterinary clinics and grooming facilities.
 - (21) Hotels and Bed and Breakfast Establishments.
 - (22) Assisted Living facilities as a Special Use.
 - (23) Instructional studios, art, music, dance and drama studios.

(G) Approval Process

- (1) **Public Hearing:** The procedures for public hearing and consideration by the Planning Commission and the City Council shall be as set forth in Article XV of Ordinance #77 Zoning. The Planning Commission and City Council shall conduct a joint public hearing to consider the Mixed Use District application.
- (2) **Planning Commission Recommendation:** After the public hearing is closed the Planning Commission shall consider the Mixed Use District Master Plan to determine a) the need for the proposed amendment; b) the effect of the amendment on the property and the surrounding properties; and, c) the relationship of the proposed amendment with the Comprehensive Plan, and the general planning programs of the city. Within thirty days, the Planning Commission shall submit its recommendation to City Council.
- (3) **City Council Action:** The City Council shall consider the Planning Commission recommendation and make a decision on the matter. The City Council may also approve additions, deletions and/or changes to the Mixed Use District Master Plan prior to final approval. Upon approval of the Mixed Use District Master Plan by the City Council, the Mixed Use District is deemed established. The Mixed Use District shall be designated on the Zoning Map as MXD.

**5A-2-2-5: AMENDMENTS:**

(G) Standards: The Plan Commission shall consider the following factors and other pertinent factors in developing a recommendation for the City Council:

1. Existing uses of property within the general area of the property in question, and the resulting character of the general area;
2. The zoning classifications of property within the general area of the property in question;
3. The suitability of the property in question to the uses permitted under the existing zoning classification including consideration of the length of time the property has been vacant as zoned;
4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classifications and the impact to surrounding property likely to result from the proposed use;
5. The reduction in value of the subject property resulting from the particular zoning restriction as compared to the gain to the public if the property remains restricted; and
6. The policies of all current official plans or plan elements of the City.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5A, ZONING REGULATIONS,
OF THE DARIEN CITY CODE**

(PZC2023-06: M-U MIXED-USE DISTRICT)

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

THIS 17th DAY OF JUNE, 2024

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of June, 2024.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5A, ZONING REGULATIONS,
OF THE DARIEN CITY CODE**

(PZC2023-06: M-U MIXED-USE DISTRICT)

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

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

WHEREAS, the City of Darien has adopted Zoning Regulations set forth in the Darien City Code Title 5A; and

WHEREAS, City Council deems it reasonable to periodically review the Zoning Ordinance and make necessary changes thereto; and

WHEREAS, the City Council has studied mixed-use zoning districts and standards; and

WHEREAS, the City Council has determined that such zoning district and standards are a benefit to the City; and

WHEREAS, based on this determination, the City has proposed a zoning text amendment creating such district and standards; and

WHEREAS, pursuant to notice as required by law, the City's Planning and Zoning Commission conducted a public hearing on August 16, 2023, November 15, 2023, and December 6, 2023, and has forwarded its findings and recommendation of approval of this proposal to the

ORDINANCE NO. _____

City Council; and

WHEREAS, the City’s Municipal Services Committee has forwarded its recommendation of approval of this proposal to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to amend the Zoning Ordinance as provided herein below;

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

SECTION 1: Title 5A of the City Code of Darien, Section 5A-6 “Zoning Districts” is hereby amended by adding the following:

5A-6-1: DISTRICTS ESTABLISHED:

For the purposes of this Title, the City is hereby divided and classified into the following zoning districts:

(A) Residence Districts:

- R-1 Single Family Residence District
- R-2 Single Family Residence District
- R-3 Multi-Family Residence District

(B) Business Districts:

- B-1 Neighborhood Convenience Shopping District
- B-2 Community Shopping Center District
- B-3 General Business District
- M-U Mixed-Use District

(C) Office And Industrial Districts:

- O Office District
- OR&I Office, Research, and Light Industrial District
- I-1 General Industrial District

ORDINANCE NO. _____

SECTION 2: Title 5A of the City Code of Darien, Section 5A-8 “Business Districts” is

hereby amended by adding the following:

5A-8-5: M-U MIXED-USE DISTRICT:

5A-8-5-1: INTENT:

The intent of this M-U Mixed-Use District is to accommodate development characterized by a mixture of housing types in commercial areas and to facilitate the development and redevelopment of areas suited to a combination of commercial and residential uses within the same building. It is recognized that some mature areas of the city are comprised of a variety of compatible uses and the M-U Mixed-Use District is created for the purpose of maintaining the vitality of such areas and encouraging appropriate redevelopment. The focus is to allow a more balanced mix of uses in the siting and design of new developments and redevelopment to anticipate changes in the marketplace and to provide for the diverse needs of the residents of the city. Flexibility will be allowed to accomplish such goals through the utilization of streets as public places that encourage pedestrian and bicycle travel and the encouragement of efficient land use by facilitating compact, high-intensity development, minimizing the amount of land needed for surface parking and, facilitation of development (e.g., land use mix, density, and design) that supports public transit where applicable.

5A-8-5-2: PURPOSE:

The purpose of the M-U Mixed-Use District is to:

(A) Accommodate mixed-use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units above the non-residential space.

(B) Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets.

(C) Allow for the conversion of dwelling units in older commercial areas of mixed dwelling types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization.

(D) Serve as a zone of transition between commercially dense districts and residential districts by permitting residential occupancy in the units above the non-residential space.

5A-8-5-3: DEFINITIONS:

Mixed-Use Building: A building that contains at least one floor devoted to allowed non-residential uses and at least one devoted to allowed residential uses.

5A-8-5-4: SITE PLAN APPROVAL:

To ensure that the details of development of commercial areas for authorized uses will be such that the operation of the use will not offend the public interest, will be compatible and be planned in conformity with surrounding uses and will not adversely affect the flow of traffic within the

ORDINANCE NO. _____

community, a site plan shall be submitted. Refer to the approval process and submittal requirements as outlined in Chapter 2 of this Title.

5A-8-5-5: PERMITTED USES:

No building, structure, or land shall be used and no building, or structure shall be erected, altered, or enlarged which is arranged, intended or designed for other than one of the following uses:

- (A) Accessory structures.
- (B) Barbershops.
- (C) Beauty shops.
- (D) Clinics, medical and dental.
- (E) Drinking establishments.
- (F) Eating establishments.
- (G) General retail.
- (H) Hotels and motels.
- (I) Mixed-Use Buildings
- (J) Multi-family dwellings (upper levels only if in Mixed-Use Buildings).
- (K) Nail salons.
- (L) Offices.
- (M) Outdoor dining.
- (N) Printing shops.
- (O) Recreational activities, commercial types.
- (P) Schools, music and dance.
- (Q) Single-family dwellings (upper levels only if in Mixed-Use Buildings).
- (R) Theatres, other than drive-ins.

5A-8-5-6: SPECIAL USES:

The following special uses may be permitted in specific situations in accordance with the procedures outline in Section 5A-2-2-6 of this Title, as appropriate:

- (A) Amusement establishments.
- (B) Banks.
- (C) Banquet halls.
- (D) Community centers.
- (E) Consignment shops.

5A-8-5-7: PROHIBITED USES:

No lot, parcel, or tract of land, shall be used, and no building or structure shall be erected, altered, or remodeled, for any of the following uses or uses similar thereto:

- (A) Adult-entertainment establishments.
- (B) Cannabis business establishments.
- (C) Currency exchange.
- (D) Kennels.
- (E) Package liquor stores.

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- (F) Pawn shops.
- (G) Tobacco shops.

5A-8-5-8: BUILDING HEIGHT:

No principal structure shall exceed six (6) stories or seventy-five feet (75') in height. No accessory structure shall exceed one (1) story or fifteen feet (15') in height.

5A-8-5-9: LOT REQUIREMENTS:

The following minimum lot requirements shall be observed:

- (A) Lot Area: Two thousand five hundred (2,500) square feet for all mixed-use.
- (B) Lot Width: Twenty feet (20').
- (C) Floor Area Ratio (FAR): 1.5 maximum.

5A-8-5-10: YARD REQUIREMENTS:

The minimum yards required in the M-U Mixed-Use District shall be as follows:

- (A) Yard Depths: Yards of the following minimum depths shall be provided:

1. Front And Corner Side Yards: No minimum.
2. Side Yards: No minimum.
3. Rear Yards: Not less than ten feet (10').
4. If the side yard or rear yard abuts a residential district, there shall be a minimum five foot (5') side yard and twenty foot (20') rear yard.

(B) Vegetation in Yards: Property owners may plant bushes, trees, flowers or other ornamental plantings; however, for any growth extending over the lot line of an adjoining neighbor, or that any way may reasonable become a danger or nuisance to the community, the vegetation may be required to be abated.

5A-8-5-11: FENCES:

The following conditions apply to fences where applicable:

(A) Height Limitations: If a fence is to be constructed at the rear or side yard of an M-U Mixed-Use District lot that abuts a residential district, it shall be at least six feet (6') in height along the lot line that abuts the residence district.

(B) Location: The fence must be at least six inches (6") from the lot line. If there are complaints by an adjoining neighbor and the fence is determined to be closer than six inches (6") from the lot line, the responsibility is upon the fence owner to remove it at his own expense.

(C) Jointly Owned Fences: If adjoining property owners agree in writing and file an acknowledgement with the City Clerk, a fence may be built on the precise lot line between the properties. The agreement must specify that neither owner may remove the fence without the permission of the other owner. Both parties are responsible for the maintenance of the fence.

ORDINANCE NO. _____

5A-8-5-12: INDOOR/OUTDOOR OPERATIONS:

All permitted uses in the M-U Mixed-Use District must be conducted completely within the enclosed buildings on the lot unless expressly authorized otherwise by the City Council. This requirement does not apply to off-street parking or load areas, and outdoor dining areas.

5A-8-5-13: ZONING MAP AMENDMENT GUIDELINES:

In making its legislative determination to zone or rezone a property to the M-U Mixed-Use District, the Planning and Zoning Commission and City Council may apply the following guidelines to the proposal under consideration:

(A) The capacity of existing and proposed community facilities and utilities including water, sewer, and transportation systems to serve the permitted uses which might lawfully occur on the property so zoned.

(B) The relationship of the subject property to the various aspects of the City's transportation system including pedestrian ways, bicycle paths, major and collector streets, and public transit.

(C) The adequacy of public services including schools, police and fire protection, and solid waste collection serving the property and the impact the permitted uses would have upon these services.

(D) The potential impact existing or permitted uses in the vicinity would have upon the land uses authorized in the M-U Mixed Use District and the impact such uses, if developed, would have upon existing uses in the vicinity.

(E) The extent to which the proposal will promote balanced growth in the community and will be consistent with the City's goals for equal housing opportunity and a variety of housing types.

(F) The impact any natural disasters, including flooding, would have upon the permitted uses.

(G) The impact the proposal would have upon the environment including noise, air and water pollution.

(H) The conformance of the proposal to the overall comprehensive plan and map for the City.

5A-8-5-14: COMPLIANCE WITH THIS TITLE AND OTHER APPLICABLE TITLES OF THIS CODE REQUIRED:

Properties located in this District shall comply with all applicable regulations of this Title as well as other applicable regulations with this Code. At a minimum, the following regulations must be adhered to:

(A) Landscape Requirements: All business establishments shall comply with the landscaping requirements of Chapter 10 of this Title.

(B) Off-Street Parking And Loading Requirements: All business establishments shall comply with the off-street parking and loading requirements of Chapter 11 of this Title.

(C) Final Engineering: Provisions for storm water management and engineering must be made in compliance with applicable codes.

(D) Performance Standards: Processes and equipment employed within business districts shall be limited to those which comply with the performance standards of Chapter 12 of this

ORDINANCE NO. _____

Title.

(E) Sign Regulations: The signs on the property shall comply with the Darien Sign Code (Title 4, Chapter 3 of this Code).

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

SECTION 4: Effective Date. The Zoning Ordinance amendment provided for in this Ordinance shall be in full force and effect 60 days after the passage, approval, and publication of this Ordinance as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of June, 2024.

AYES _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this this 17th day of June, 2024.**

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
June 17, 2024

ISSUE STATEMENT

A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR THE 2024 SUMMER CONCERT SERIES, FALL FEST AND NATIONAL NIGHTS OUT

RESOLUTION

BACKGROUND/HISTORY

In November of 2023, the City made a request to conduct the Darien Fest, at a local park, ultimately agreeing on Westwood Park. In December of 2023, Mayor Marchese advised the park district that we would also like to have our summer concert series and fall fest at the park. In order to have these events on park property the park district is requiring a separate intergovernmental agreement with the city for each individual concert. The park district is also requiring separate agreements for the fall fest and national night out police department event. The park district has not required an agreement in previous years for this police department event. Attached are the five proposed agreement we received from the park district.

The park district approved the agreements, pending their attorney's review, at its June 10, 2024, meeting. These are virtually identical to the final agreement for Darien Fest.

STAFF/COMMITTEE RECOMMENDATION

As directed. The Administrative/Finance Committee did not discuss this item since the agreement was not complete by the last scheduled meeting.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will on the June 17, 2024, City Council Agenda for consideration.



RESOLUTION _____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR THE 2024 SUMMER CONCERT SERIES, FALL FEST AND NATIONAL NIGHT OUR POLICE DEPARTMENT EVENT

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

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating certain events to take place at the PARK DISTRICT’S Westwood Park; (the “Events”); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Events subject to the terms of this AGREEMENT; and

WHEREAS, the PARK DISTRICT and the CITY believe the Events will provide considerable recreational benefits for the public; and

WHEREAS, the PARK DISTRICT is requiring separate agreements for each event;

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 approval of the Agreements, and authorizes the Mayor to sign the agreements, subject to attorney final review, a copy of which is attached hereto as **“Exhibit 1-June 27, 2024 concert”**, **“Exhibit 2-July 25, 2024 concert”**, **“Exhibit 3-August 29, 2024 concert”**, **“Exhibit 4-Fall Fest”**, **“Exhibit 5-National Nights Out police event”** and is by this reference expressly incorporated herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17 day of June 2024

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 17 day of June 2024.**

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF
WESTWOOD PARK FOR THE JUNE 27, 2024 CONCERT**

Approved by City Resolution No. _____

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this _____ day of _____, 2024, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE “PARK DISTRICT”) and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE “CITY”) each individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois township park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor concert on June 27, 2024, take place at the PARK DISTRICT’S Westwood Park; (the “Event”); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on June 27, 2024, from the hours of _____ to _____.

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:

A. “Vendor” is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for-Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. “Not for Profit Entity” (“NFP”) is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a “profit” as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. “City Volunteers” are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

The CITY shall require that all Vendors, NFPs and volunteers (the “CITY Invitees”) submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and

requirements of the PARK DISTRICT. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than _____, 2024.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors, guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than _____, 2024. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a detailed setup map plan to the PARK DISTRICT for approval, no later than _____, 2024. The precise location of carnival rides and all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by _____, 2024.

B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, , except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

- (i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT
Executive Director, Stephanie Gurgone

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

10.0 NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

12.0 TERM.

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

13.0 COUNTERPARTS.

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

DARIEN PARK DISTRICT

By: Ray Jalilowski
President

Attest: [Signature]
Secretary

Date: 6/10/24

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED
[TO BE PROVIDED]

Vendor Insurance Provided Amount

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED
[TO BE PROVIDED]

Not for Profit Entity Insurance Provided Amount

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

**LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT
FORMS ATTACHED
[TO BE PROVIDED]**



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF
WESTWOOD PARK FOR THE JULY 25, 2024 CONCERT**

Approved by City Resolution No. _____

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this ____ day of _____, 2024, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE “PARK DISTRICT”) and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE “CITY”) each individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois township park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY (“Park”).

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor concert on July 25, 2024, take place at the PARK DISTRICT’S Westwood Park; (the “Event”); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on July 25, 2024, from the hours of _____ to _____.

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:

A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for-Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

The CITY shall require that all Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and

requirements of the PARK DISTRICT. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than _____, 2024.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors, guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than _____, 2024. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a detailed setup map plan to the PARK DISTRICT for approval, no later than _____, 2024. The precise location of carnival rides and all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by _____, 2024.

B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, , except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(ii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

- (i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT
Executive Director, Stephanie Gurgone

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

10.0 NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

12.0 TERM.

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

13.0 COUNTERPARTS.

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

DARIEN PARK DISTRICT

By: Ray Jablonchi
President

Attest: [Signature]
Secretary

Date: 6/10/24

EXHIBIT "A"

**LIST OF VENDORS AND INSURANCE OBTAINED
[TO BE PROVIDED]**

Vendor Insurance Provided Amount

Vendor	Insurance Provided	Amount

EXHIBIT "B"

**LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED
[TO BE PROVIDED]**

Not for Profit Entity Insurance Provided Amount

GROUP EXHIBIT "C"

**LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT
FORMS ATTACHED
[TO BE PROVIDED]**



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF
WESTWOOD PARK FOR THE AUGUST 29, 2024 CONCERT**

Approved by City Resolution No. _____

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this _____ day of _____, 2024, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE “PARK DISTRICT”) and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE “CITY”) each individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois township park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY (“Park”).

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor concert on August 29, 2024, take place at the PARK DISTRICT’S Westwood Park; (the “Event”); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on August 29, 2024, from the hours of _____ to _____.

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:

A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for-Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

The CITY shall require that all Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and

requirements of the PARK DISTRICT. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

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2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than _____, 2024.

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2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than _____, 2024. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

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CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by _____, 2024.

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If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

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a. Evidence of Insurance

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All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, , except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

- (i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT
Executive Director, Stephanie Gurgone

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

10.0 NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

12.0 TERM.

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

13.0 COUNTERPARTS.

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

DARIEN PARK DISTRICT

By: Ray Jablonchi
President

Attest: [Signature]
Secretary

Date: 6/10/24

EXHIBIT "A"

**LIST OF VENDORS AND INSURANCE OBTAINED
[TO BE PROVIDED]**

Vendor	Insurance Provided	Amount

EXHIBIT "B"

**LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED
[TO BE PROVIDED]**

Not for Profit Entity Insurance Provided Amount

GROUP EXHIBIT "C"

**LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT
FORMS ATTACHED
[TO BE PROVIDED]**



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF
WESTWOOD PARK FOR THE 2024 FALL FEST**

Approved by City Resolution No. _____

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this _____ day of _____, 2024, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE “PARK DISTRICT”) and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE “CITY”) each individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois township park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY (“Park”).

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating a Fall Fest outdoor event on _____, 2024, take place at the PARK DISTRICT’S Westwood Park; (the “Event”); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on _____, 2024, from the hours of _____ to _____.

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:

A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for-Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

The CITY shall require that all Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the

Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than _____, 2024.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors, guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than _____, 2024. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a detailed setup map plan to the PARK DISTRICT for approval, no later than _____, 2024. The precise location of carnival rides and all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by _____, 2024.

B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, , except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

- (i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT
Executive Director, Stephanie Gurgone

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

10.0 NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

12.0 TERM.

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

13.0 COUNTERPARTS.

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

DARIEN PARK DISTRICT

By: Ray Jaltonki
President

Attest: A. Hummer
Secretary

Date: 6/10/24

EXHIBIT "A"

**LIST OF VENDORS AND INSURANCE OBTAINED
[TO BE PROVIDED]**

Vendor

Insurance Provided

Amount

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED
[TO BE PROVIDED]

Not for Profit Entity Insurance Provided Amount

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

**LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT
FORMS ATTACHED
[TO BE PROVIDED]**



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF
WESTWOOD PARK FOR THE NATIONAL NIGHT OUT EVENT**

Approved by City Resolution No. _____

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is entered into this _____ day of _____, 2024, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE “PARK DISTRICT”) and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE “CITY”) each individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois township park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor National Night Out event, to take place at the PARK DISTRICT’S Westwood Park; (the “Event”); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on _____, 2024, from the hours of _____ to _____.

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:

A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for-Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

The CITY shall require that all Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the

Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than _____, 2024.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors, guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than _____, 2024. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a detailed setup map plan to the PARK DISTRICT for approval, no later than _____, 2024. The precise location of carnival rides and all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by _____, 2024.

B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, , except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

- (i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT
Executive Director, Stephanie Gurgone

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

10.0 NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

12.0 TERM.

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

13.0 COUNTERPARTS.

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

DARIEN PARK DISTRICT

By: Ray Jablonhi
President

Attest: A. Summa
Secretary

Date: 6/10/24

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED
[TO BE PROVIDED]

Vendor Insurance Provided Amount

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED
[TO BE PROVIDED]

Not for Profit Entity Insurance Provided Amount

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

**LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT
FORMS ATTACHED
[TO BE PROVIDED]**

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

Policy establishing guidelines pertaining to the adoption of a requested ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor

I. Purpose

The purpose of this policy is to establish guidelines for the issuance of ceremonial documents, proclamations, and supporting resolutions by the City of Darien. These documents are strictly honorary and do not carry any legislative or legal significance. The issuance of ceremonial documents, proclamations and supporting resolutions recognize and celebrate significant achievements, milestones, and events within the City of Darien.

II. Policy

It is the policy of the City Council to consider requests for ceremonial documents, proclamations, and supporting resolutions only when:

1. such issuance positively and directly impacts the Darien community, pertain to a Darien event, person, organization, or cause with local implications
2. such issuance proclaims certain events or causes when such proclamations pertain to a Darien event, person, organization, or cause with direct local implications at determined by the city.
 - a. Examples of acceptable recognition include, but is not limited to:

- Matters of public awareness about an issue for a community organization.
 - Arts, cultural or historical occasions.
 - A commemoration of a specific accomplishment, time, period, or event that impacts Darien residents.
 - Recognizing the diverse cultures in Darien
 - Recognition of action/service above and beyond the call of duty
 - Recognition of extraordinary action or achievement.
- b. Examples of unacceptable recognition include, but is not limited to:
- Events or organizations with no direct relationship to or location within the corporate limits of the City of Darien
 - Campaigns for events contrary to Darien's policy or the wellbeing of its businesses or residents
 - Political, religious or foreign issues not within the immediate responsibility or sphere of influence of the City as determined by the City.
 - Anything that may suggest an official city position on a matter under consideration by the city

All requests for a ceremonial document, proclamation, or a supporting resolution shall be submitted to the Mayor.

Approved by Resolution No. R-57-24 on June 3, 2024