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**PRE-COUNCIL WORK SESSION — 7:00 P.M. — 50<sup>TH</sup> ANNIVERSARY DISCUSSION**  
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Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

March 4, 2019

7:30 PM

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 — [February 19, 2019](#)
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 – [2018 Annual Report](#)
  - B. Municipal Services
12. Treasurer's Report
  - A. Warrant Number — [18-19-21](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda – 3 Minute Limit Per Person)**

15. Old Business

16. Consent Agenda

- A. Consideration of a Motion to Approve:
  - The [Annual Fourth of July Parade](#) on Thursday, July 4, 2019, Beginning at 9:30 A.M., Sponsored by the Darien Lions Club and
  - Authorizing the Police Department to Assist in Traffic Control and Authorizing the Temporary Closure of Streets for the Fourth of July Parade: From the Jewel Parking Lot, North on Cass Avenue to 71<sup>st</sup> Street; East on 71<sup>st</sup> Street to Clarendon Hills Road; South on Clarendon Hills Road to Hinsdale South High School
- B. Consideration of a Motion to Approve a Resolution for the [2019 City of Darien Zoning Map](#) for publication
- C. Consideration of a Motion to Approve an Ordinance - Approval of an Ordinance Granting an [Extension to the PUD Amendment for the AMVETS Collection Center in the Darien Towne Center Shopping Center](#)
- D. Consideration of a Motion to Approve a Resolution - Consideration of a Request by [DuPage Public Safety Communications \(DUCOMM\) to Approve Their IGA Regarding their Equipment on the City Cell Towers at 1041 S. Frontage Road](#)
- E. Consideration of a Motion to Approve an Ordinance - [Authorizing the Disposal of Surplus Property](#)
- F. Consideration of a Motion to Approve a Resolution – Authorizing the Mayor to Execute a contract for the [2019 Street Maintenance Project between the City of Darien and Brothers Asphalt Paving, Inc. The Following Schedule of Pricing: Base Bid - \\$1,413,669.00; Alternate 1 - Summit Road - \\$ 93,892.40; Alternate 2 – Patching - \\$58,500.00; for a Total of \\$1,566,061.40](#)
- G. Consideration of a Motion to Approve a Resolution – Authorizing the Mayor to Execute a Contract Extension with [Rag’s Electric, Inc., for the 2019/20 Street Light Maintenance Contract beginning May 1, 2019 through April 30, 2020](#)
- H. Consideration of a Motion Resolution - Accepting a Proposal from [Norwalk Tank Company for 36-inch High Density Polyethylene Pipes, as Required for Various Public Works Projects](#)
- I. Consideration of a Motion to Approve an [Ordinance Abating Property Tax Heretofore Levied by Ordinance No. O-28-12 in the Amount of \\$301,375](#)
- J. Consideration of a Motion to Approve an [Ordinance Abating Property Tax Heretofore Levied by Ordinance No. O-11-18 in the amount of \\$385,000](#)
- K. Consideration of a Motion to Approve a [Text Amendment to Section 9-1 City Code Adding Restrictions Regarding the Idling of Vehicles](#)
- L. Consideration of a Motion to Approve an [Amendment to the City Code Provisions on Storage of Refuse Containers in Residential Areas](#)

17. New Business

- A. Resolution Authorizing The Mayor To Execute [A Collective Bargaining Agreement Between The Metropolitan Alliance Of Police \(Map\) Darien Chapter #48 Unit "B" - Sworn Employees and The City Of Darien \(May 1, 2018 Through April 30, 2022\)](#)

Agenda — March 4, 2019

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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 7:02 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE FEBRUARY 19, 2019 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:21 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**February 19, 2019**

**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 Weaver.

2. **PLEDGE OF ALLEGIANCE**

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

Mayor Weaver requested a moment of silence for those affected by the mass shooting in Aurora, IL.

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

Present:	Thomas J. Belczak	Sylvia McIvor
	Thomas M. Chlystek	Ted V. Schauer
	Joseph A. Kenny	Lester Vaughan
	Joseph A. Marchese	

Absent: None

Also in Attendance: Kathleen Moesle Weaver, Mayor  
Joanne E. Ragona, City Clerk  
Michael J. Coren, City Treasurer  
Bryon D. Vana, City Administrator  
John B. Murphey, City Attorney  
Edward Rentka, Commander  
Daniel Gombac, Director of Municipal Services

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

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

Alderman Chlystek received communication from Mr. Persson, 7800 block of Nantucket, regarding dogs barking late at night/early morning; Administrator Vana stated this situation is a violation of the “Disturbing the Peace” ordinance. Commander Rentka advised resident to call ‘911’.

Alderman Vaughan commented regarding the Sterigenics shutdown; he thanked the Village of Willowbrook. Alderman Vaughan inquired about the continuation of testing. Administrator Vana stated funds in the budget have not been earmarked or approved; Council to determine plan/next steps during budget discussions.

6. **APPROVAL OF MINUTES**

A. City Council Meeting, January 21, 2019

It was moved by Alderman Kenny and seconded by Alderman Vaughan to approve the minutes of the City Council Meeting of January 21, 2019.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

B. City Council Meeting, February 4, 2019

It was moved by Alderman Marchese and seconded by Alderman Vaughan to approve the minutes of the City Council Meeting of February 4, 2019.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, Schauer, Vaughan

Abstain: McIvor

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

There were none.

8. **MAYOR'S REPORT**

There was no report.

9. **CITY CLERK'S REPORT**

There was no report.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

Attorney Murphey reviewed litigation proceedings regarding Sterigenics; he addressed Council questions. Attorney Murphey will update Council after court hearing scheduled for February 20, 2019. Information will be posted on Direct Connect.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT MONTHLY REPORT – JANUARY 2019**

The January 2019 Police Department Monthly Report is available on the City website.

**B. MUNICIPAL SERVICES – NO REPORT**

Director Gombac addressed Council questions regarding snow removal materials and salt usage.

Alderman Kenny inquired about communication from resident, Mr. Niemiec, regarding snow plowing; Director Gombac responded.

12. **TREASURER’S REPORT**

**A. WARRANT NUMBER 18-19-20**

It was moved by Alderman Belczak and seconded by Alderman Schauer to approve payment of Warrant Number 18-19-20 in the amount of \$970,335.54 from the enumerated funds, and \$260,118.13 from payroll funds for the period ending 02/14/19 for a total to be approved of \$1,230,453.67.

Roll Call:	Ayes:	Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan
	Nays:	None
	Absent:	None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

**B. MONTHLY REPORT – JANUARY 2019**

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of January 2019:

<u>General Fund:</u>	Revenue \$12,606,309; Expenditures \$10,347,157 Current Balance \$3,464,102
<u>Water Fund:</u>	Revenue \$6,662,552; Expenditures \$4,389,937; Current Balance \$3,303,240
<u>Motor Fuel Tax Fund:</u>	Revenue \$434,370; Expenditures \$270,231; Current Balance \$553,577
<u>Water Depreciation Fund:</u>	Revenue \$3,458,922; Expenditures \$1,400,677; Current Balance \$2,172,288
<u>Capital Improvement Fund:</u>	Revenue \$240,207; Expenditures \$3,940,689; Current Balance \$5,421,564

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairman Schauer announced the next meeting of the Administrative/Finance Committee is scheduled for March 4, 2019 at 6:00 P.M. in the City Hall Conference Room. Chairman Schauer advised the Administrative/Finance

Committee-of-the-Whole 2019-2020 Budget Meeting is scheduled for Wednesday, February 20, 2019 at 6:30 P.M in the Council Chambers.

**Municipal Services Committee** – Chairman Marchese announced the next meeting of the Municipal Services Committee is scheduled for February 25, 2019 at 6:30 P.M. in the Council Chambers.

**Police Committee** – The next meeting of the Police Committee is scheduled for March 18, 2019 at 6:00 P.M. in the Police Department Training Room.

**Police Pension Board** – Liaison Coren provided an update on the quarterly investments for the calendar year ending December 2018; next quarter should see improvement.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

Mayor Weaver noted that Consent Agenda Items A & B were moved to New Business as Items A & B, respectively.

17. **NEW BUSINESS**

**A. CONSIDERATION OF A MOTION TO APPROVE THE ACCEPTANCE OF A 4 YEAR PROPOSAL FOR AUDITING SERVICES FROM SIKICH**

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

Alderman Kenny commented regarding the agreement. Alderman Chlystek inquired about cell phone towers; Treasurer Coren responded. Council discussion pursued.



Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

**B. CONSIDERATION OF A MOTION TO APPROVE THE RECOMMENDATION TO RELEASE THE EXECUTIVE SESSION MINUTES THAT NO LONGER REQUIRES CONFIDENTIALITY**

It was moved by Alderman McIvor and seconded by Alderman Marchese to approve the motion as presented.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Marchese, McIvor, Schauer, Vaughan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

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

Alderman Marchese commented about the Aurora incident; he commended Police Department(s) on their response time. Commander Rentka stated one Darien Police Officer was called to the scene; others were on standby.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:29 P.M.

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Mayor

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City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 2-19-19. Minutes of 2-19-19 CCM.

DRAFT

# Darien Police Department

## Annual Report

2018



## **PUBLIC SAFETY MISSION**

The mission of the Darien Police Department is that of public safety. Public safety as Darien Police Department views it, is not just in the public, but in one's home and place of business, the driving public, etc. The Darien Police Department takes our oath to uphold the law seriously. The means by which public safety is ensured takes many methods which include not only arrests for criminal acts that have already occurred, but prevention and intervention strategies.

Our mission statement states: The mission for every member of this department is to consistently seek and find ways to affirmatively promote, preserve and deliver a feeling of security, safety and quality services to the members of our community in addition every member of this department is to consistently work with and promote cooperation within other city departments

### **Part I Violent Crime**

Violent crime remained consistent in 2018 as compared to 2017 with seventeen reported violent crimes in both years. It is sad to report that there were two murders in 2018. Both murders occurred during one incident where an offender killed his wife and one of his children before killing himself. There were sixteen sexual assaults reported. However, seven of them did not occur in Darien and were referred to the proper jurisdiction. One of the incidents was determined to be unfounded leaving eight sexual assaults that had occurred in 2018 a 166% increase from 2017. Most involved juvenile offenders assaulting juvenile victims. Four of the eight cases were screened through the States Attorney's office and charges were not approved. Four cases were referred to the Children's Center for investigation and are pending. Robberies are down significantly. An arrest was made in one of the robberies and the other robbery investigation is pending lab results. Aggravated Assault and Battery are down by nearly half.

<b><u>Crime Type</u></b>	<b><u>2013</u></b>	<b><u>2017</u></b>	<b><u>2018</u></b>	<b><u>1 Year Trend</u></b>	<b><u>5 Year Trend</u></b>
Murder	0	0	2	200.0%	200.0%
Criminal Sexual Assault	4	3	8	166.0%	100.0%
Robbery	3	5	2	-60.0%	-33.0%
Aggravated Assault & Battery	4	9	5	-44.4%	25.0%

### **Part I Property Crime**

Darien residents saw an 8% decrease in the amount of burglaries from last year. Of the 23 burglaries, 10 were residential burglaries. Motor Vehicle Theft saw a decrease of six from last year. It is extremely important for residents to remember to lock your vehicle and take the keys out of the car. Approximately 93% of thefts occur when the property was unsecured.

I've discussed the crime crew coming out from Chicago. Many of those subjects have been arrested over a period of time and this particular crew burglarizing and stealing cars has diminished significantly. Though the group may not be as active it is always best for the community to help themselves and their fellow community members by secure their items – trunk it or take it is a good thing to remember.

<u>Crime Type</u>	<u>2013</u>	<u>2017</u>	<u>2018</u>	<u>1 Year Trend</u>	<u>5 Year Trend</u>
Burglary	55	25	23	-8.0%	-58.2%
Theft	230	229	164	-28.4%	-21.7%
Motor Vehicle Theft	4	15	9	-40.0%	125.0%
Arson	0	1	0	-100.0%	0.0%

### **Total Crime**

Total violent crime stayed the same comparing 2018 to 2017. Total property crime is down 28.5% from 2017. Total crime is simply violent crime and property crime taken together. Total crime is down 26.8%.

<u>Crime Type</u>	<u>2013</u>	<u>2017</u>	<u>2018</u>	<u>1 Year Trend</u>	<u>5 Year Trend</u>
Violent Crime	11	17	17	0.0%	54.5%
Property Crime	294	270	193	-28.5%	-34.4%
Total Part One Crime	305	287	210	-26.8%	-31.1%

### **Other Crime**

Nuisance type crimes (criminal damage to property, criminal trespass to property, disorderly conduct, etc.) decreased 12% and arrests increased 15.2%. Domestic batteries increased 19.2% though arrests are up 18.5%.

### **Traffic Crashes**

The safety of the driving public is important and Darien saw a 1.1% decrease in accidents or 7 less crashes in 2018 compared to 2017. Two major issues that continue to be causal factors for crashes are distracted driving and aggressive driving. The elimination / reduction of these issues would significantly reduce traffic crashes. Officers' enforcement of distracted drivers increased 68% in 2018 compared to 2017. Moving violations went up by 23.9%. Enforcement is appropriate and will continue, but real change will come with voluntary compliance with the rules of the road by drivers.

DUI accidents went down by 80% (numeric change of 8). DUI enforcement stayed relatively the same at a 1.2% decrease or one less arrest.

## **COMMUNITY-ORIENTED POLICING**

This term is elusive and means many things to many people. It is a philosophy not an organizational unit or specific program(s). As a philosophy it is impossible to measure. However, some individual activities can be measured. Each day our officers are involved in the community. Here are some specific examples.

We had a great partnership with Safety Village this year. Officers discussed with the attendees what an officer does, how the police help the community, what an officer looks like in uniform, that kids should not be afraid of police, etc. Also discussed was proper use of 9-1-1, stranger danger, gun safety and seatbelt safety. The attendees saw a police car and the ballistic vest. The kids were engaged asking a lot of questions. We handed out safety coloring books, badge stickers and gave them "Hugs Not Drugs" suckers. Over 100 kids between 5 and 10 were in attendance.

With approximately 42 licensed properties we have had no incidents where we needed to use the Crime-Free Multi-Housing ordinance to correct deficiencies.

Twenty-five kids were involved with Shop with a Hero in December. Darien personnel participating were Dollins, Yeo, Topel, Liss, Norton, Skweres and Piccoli. Most employees attended on their own time. We have participated in this worthwhile program for over 10 years. Walmart and Target are wonderful sponsors for this event. In addition to the officers participating they and their fellow employees donate money to the cause. The Darien-Woodridge Fire Department was heavily involved and are great partners.

Sworn officers, auxiliary officers and community service officers made nearly 400 visits with individuals visiting Community Park.

Officers ensured the safety and security of homes by checking on homes more than 1,600 times while people were away on vacation. Officers conducted nearly 500 business checks during times the businesses were closed.

Officers visited schools a total of 237 times spending 85 hours with students and staff. These 98 hours were spent on such activities as school lock down drills and walk & talks.

There are nearly 600 elderly residents who have registered themselves with the police department elderly services program. Our Elderly Service Officers assisted approximately 25 cases ranging from hoarding, scams and medical matters.

There were numerous community engagement activities totaling 100 hours. Activities included walk & talks, block parties, tours, National Night Out, Coffee with a Cop, etc.

Darien is involved with a DuPage Group called Unity Partnerships. Their mission is to make a positive impact on the relationship between police and civilians. The group desires to create opportunities for interaction to foster mutual understanding of each other, erase negative stereotypes and develop paths for dialogue in the community. This year they conducted Town hall Meetings how to conduct oneself during a traffic stops – with a theme of comply then complain if felt wronged. During 2019 we're looking at conducting community discussions surrounding use of force by police.

## **HONOR**

We do our due diligence to hire the best. Our officers must apply for a police position and after passing a physical fitness requirement are tested via a written examination and a structured oral interview then placed on an eligibility list. That eligibility list is good for two years. We are currently updating the list which expires in 2019.

We continually tried to hire personnel during 2018 16 officers on our eligibility list declined the position because they were hired by another agency or decided on a different life course. We had 14 candidates who were stricken for cause – failed to pass the polygraph, psychological or background phase of the hiring process.

We hired five officers in 2018 who went through a stringent basic academy training where both “hard” skills (driving, shooting, defensive tactics, law, etc.) are trained, but too are “soft” skills (emotional

survival, procedural justice, implicit bias, etc.) over the course of 15 weeks. After basic training the officers go through a rigorous 16 week on-the-job training, again looking for character and teaching competence.

When done with the hiring process – application, orientation, physical fitness testing, written testing, structured oral interview, polygraph, psychological, background investigation, medical examination and drug testing and by extension the training process – basic academy, field training and probation we are confident that we have done our best in hiring someone of very high character and one who has been trained to be very competent in handling police duties.

### **Employee Recognition**

There were over 100 positive comments entered into our software for tracking employee recognitions during 2018 including 27 positive compliments from citizens and 18 compliments from other agencies. Our officer assigned to the Drug Enforcement Task Force received the Law Enforcement Excellence Award from the Chicago Crime Commission. Officers Rich Stutte and Simon Versis each received a Lifesaving Award for their efforts in two separate incidents involving the reviving of unresponsive subjects with the use of Narcan. Officers Dollins, Jump, Hruby, Throm and Somogye earned recognition from the Alliance Against Intoxicated Motorists (AAIM) for their exceptional DUI enforcement efforts.

### **Employee Discipline**

We want to make sure we are honorable and do not shy away from enforcing good behaviors. It is easy to do in the Darien Police Department as we have well trained and strictly vetted officers who understand and live by their oath of office. With over 21,000 interactions some of which resulted in an arrest (over 350), or ticket (over 4,700) or other form of behavior modification we received two citizen complaints. There were five situations where a supervisor found it necessary to write a formal complaint against an officer. All situations were investigated and the officer appropriately disciplined.

### **Use of Force**

Officers found it necessary to use force during nine encounters in 2018. After review, the officer's actions were found to be in compliance. During six incidents, the offender used personal weapons to resist or assault officers. In each of these situations officers responded to the attack by using personal weapons. Another incident involved a suspect with a knife and the officer responded by displaying a firearm. The subject was taken into custody without having to fire the weapon. Officers responded to an incident of a suspect reportedly in possession of a handgun. They encountered the subject with handguns displayed. Fortunately, the suspect did not have a firearm and the incident was resolved peacefully.

## **PERSONNEL**

We had one sworn employee leave in 2018. Officer James Murphy with 21 years of service we wish him well.

We appointed five new officers to the Darien Police force in 2018.

Officer Jason Jairala was hired on January 15<sup>th</sup>. Officer Jairala had been employed as a security supervisor with the University of Illinois Hospital and Lead Security Officer with Rush University Medical Center. He studied at Wilbur Wright and Malcolm X Junior Colleges. He graduated from the Police Training Institute at University of Illinois Urbana Champaign on April 26, 2018.

Officer Matthew Giza was sworn in on March 26, 2018. He is an Army veteran who served honorably as a military police officer from 2004 to 2009. Most recently he was employed as a Federal Police Officer at the U.S. Department of Veteran Affairs. He graduated from the Suburban Law Enforcement Academy on July 6, 2018.

Officer Justin O'Brien was sworn in on June 20, 2018. He is a veteran of the United States Navy serving honorably for 4 years. He studied at DeVry University and Universal Technical Institute as a mechanic. His most recent employment was as an industrial equipment mechanic with Atlas First Access. He graduated from the Suburban Law Enforcement Academy on September 28, 2018.

Officers Candice Klein and Marshall Meyer were sworn in as officers on December 27, 2018. Candice Klein comes to Darien with experience as an Auxiliary Police Officer and part-time Emergency Management Officer with the Bridgeview Police Department. She earned an Associate Degree in Applied Science in Criminal Justice from Northwestern College in Bridgeview. Officer Meyer holds an Associate of Applied Science Degree in Criminal Justice from the College of DuPage. Both Officers are currently attending the Suburban Law Enforcement Academy with a graduation date of April 12, 2019.

We also hired part-time Community Service Officer (CSO) Madison Rynkar on September 12, 2018. CSO Rynkar works the weekend shift. She has a Bachelor's of Arts degree from North Central College majoring in Sociology with an emphasis in Criminal Justice.

It was important to be fully staffed. Much of this year especially during the summer months we were down four to six officers which is nearly 1/3<sup>rd</sup> of the patrol shift. We are currently fully staffed but two officers are in school and not ready for deployment until training is completed sometime in the fall.

## **ORGANIZATION**

### **Generally**

In addition to our patrol division working 24/7/365, we continue to have a detective unit, a School Resource Officer and an officer assigned to the Drug Enforcement Administration (DEA). The detective unit handles numerous cases including criminal matters, missing persons, juvenile issues, etc. Our School Resource Officer (SRO) is not in the school to arrest offenders though he can. Most of his day is spent on positive interactions by being in the halls at passing time, in the lunch room, or stopping in classrooms.

### **Drug Related**

There are numerous functions and attempts to curtail the ills of drugs through enforcement, education and seizing of funds that were gained through illegal operations.

Our K9 Unit was involved in 42 cases within the city and 39 cases outside the city. The type of work included: 15 alerts for Cannabis, 1 alert for Cocaine, 2 alerts for Hash Oil and 5 alerts for drug equipment. The K9 performed 40 drug sniffs, 10 tracks, 5 residential drug sniffs, 3 building searches, 1 article search, 10 community engagements, 2 money sniffs, and 17 school searches. The K9 was involved in seizing \$380,000 and two guns. Also of note during one of the tracks the K9 found an offender who fled from police. During one of the open area searches the K9 found stolen property and bolt cutters. When the K9 handler located a stolen car the offenders started to flee but when the K9 was deployed the two offenders gave up.



The officer assigned to the DEA task force has done a great job being involved in major drug cases in and around the DuPage County area. The task force officer was involved in the seizure of more than \$1.6 million and we're waiting for our share of the disbursements on many of the cases.

DuMEG continues to be a great partner doing what they can to educate the public on the dangers of drugs and enforcing the law as it relates to drugs. Throughout DuPage County DuMEG seized a street value of drugs totaling \$3.1 million, mostly cocaine, heroin and prescription drugs.

### **9-1-1**

DuCOMM continues to be a good partner dispatching 7,056 calls for service and monitoring and helping officers with 13,737 self-initiated calls for service. On average about 57 calls per day.

### **Evidence**

In July of 2018, an audit of guns, money and drugs was conducted. The audit showed all items were properly logged and accounted for with no discrepancies. At the conclusion of that audit 29 firearms were turned over to a company that pulverizes firearms scheduled for destruction. The company video records the destruction of these weapons and is sent to our department which is retained as evidence of the destruction of these firearms.

In September of 2018 the department used the drug incinerator that was purchased in 2018 to destroy 178 items of drug and drug related items. This was the first use of this piece of equipment which addressed a long standing need for our department. Drug incineration has been a growing problem for police departments across the state, it has become difficult to find businesses to conduct the destruction and when a service is located the cost of the incineration is very high. Our department is now able to schedule drug destructions as needed. Drug burns are conducted per department policy which includes the requirement of multiple property room officers in attendance of the destruction of any items. All property officers in attendance sign off on a paper copy documenting each item destroyed and they then update all items in the evidence database.

In October of 2018 property room personnel completed a general audit of the property room over the course of two days using a 20% random selection of all property being held in our custody. At the conclusion of the audit it was determined all property was accounted for and properly logged with no discrepancies.

There were 1499 pieces of evidence were collected in 2018 of which 139 items were sent to the lab for analysis.

### **Training**

In 2018 officers attended over 600 training courses, both in person and online for a total of 8,467 hours of training. There were a few specific areas of interest.

The first area of interest is training for an active shooter incident. Immediate Action Rapid Deployment (IARD) is a police tactic where patrol officers actively confront a developing high-risk crisis. This is opposed to patrol officers assembling a perimeter around the crisis zone and waiting for specialized response units to spearhead a resolution. All Darien officers are required to attend scenario based training at schools and other locations where they are instructed on various types of active shooter situations. In May of 2018 Rapid Deployment, Active Shooter and Tactical Medical Care was conducted.

The training session focused on active shooter response, tactics, medical (tourniquets and pressure bandages) and removal of injured subjects. In November 2018 Rapid Deployment, Active Shooter and Rescue Task Force training was conducted. Rescue Task Force is the concept of integrating the Fire Department with the Police Department in response to an active shooter incident. Tri-State and Dar-Wood Fire Departments attended the training.

The next area of interest is training in Mental Health – Crisis Intervention. The Illinois Law Enforcement Training and Standards Board (ILETSB) has provided state-certified Crisis Intervention Team (CIT) training to law enforcement officers throughout Illinois. Participants of this one week (40 hour block) of instruction receive intensive training on recognizing and addressing individuals in the community who have a mental illness or other behavioral disability. ILETSB trained officers are trained to provide an immediate and effective response to calls involving a mental health crisis. While not mandated, it is believed that approximately 15% to 25% of officers nationwide have attended CIT training. To date the Darien Police Department has sent 15 officers to this 40 hour class, 14 of which are still with the department, with an additional 8 officers scheduled to attend before the end of 2019. This will bring officers who will have attended the 40 hour course to 22 making our department's percentage at 64.70%, which is well above the national average.

All officers attend classes to address mental health and the State has mandated yearly training for all officers in this area. In 2018 we training for a total of 213 hours in mental health related areas and we will continue to increase this training in the future whenever possible.

### **Building & Grounds**

A complete remodel of the lower level of the police department was completed. The old sergeant's office which had outgrown its usefulness was moved to a larger room that had been created by removing a wall creating one large room from two smaller ones. This additional space allowed the installation of office cubicles for a more efficient and professional work environment.

Some walls were repaired, ceiling tiles replaced, old and unused equipment sold, walls were painted and an epoxy floor was installed. A larger computer/monitor was installed in the roll call room to be used for roll call and training.

### **Equipment & Technology**

The department purchased 12 Ford Explorers to replace the old fleet which was over six (6) years old and experiencing a large number of mechanical problems. The new squads were equipped with new computer tablets which will meet the requirements for the new county police computer system. New high definition video cameras were also installed in our vehicles which perform much better than the old system; they have additional camera coverage with more auto activation triggers and purchased at a lower overall cost than other comparable systems. An improved emergency lighting system was installed which gives better control over how emergency lights function in the hope to reduce the chances of collisions when responding to emergency calls.

The old video surveillance system within the building has some components that are over 20 years old is being replaced and expanded upon to give better coverage of the entire building. This will upgrade the system from a closed circuit TV system to a high definition digital system. Video and audio recording of interview rooms have also been expanded to meet the legal requirement for these types of recordings.

DuPage County is implementing a new software program to replace the current system, this will include dispatching squad cars, writing reports, managing records, booking arrestee's, etc. A project this large takes considerable work from both DuPage County and each participating agency. Darien has met all the requirements to move forward with this project and is currently in the software training stage before deployment which is expect to occur June 2019.

A program (Frontline) has been implemented and is working out very well. This software allows residents to go to the City's website and request overnight parking permission and vacation house checks. When an officer checks a residence that check is entered into the software and the resident is sent an email that the residence has been check along with any notes/observations the officer may enter. The software is also a database of business contact information, missing & found pets, at risk residents and tracking areas identified as needing extra patrols or special watches.

We implemented a new electronic system for scheduling employees that will reduce the amount of administrative work for those involved in scheduling and payroll.

# Calls for Service Summary

December 2018

## Citizen Generated Events

	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2017</u>	<u>1 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>1 Year</u> <u>Change</u>
Beat 1	155	173	-10.4%	2193	2328	-5.8%
Beat 2	137	179	-23.5%	1980	2160	-8.3%
Beat 3	211	270	-21.9%	2754	2935	-6.2%
Out of Town	14	8	75.0%	129	102	26.5%
<b>Total</b>	<b>517</b>	<b>630</b>	<b>-17.9%</b>	<b>7056</b>	<b>7525</b>	<b>-6.2%</b>
Shift 1	199	266	-25.2%	2811	3052	-7.9%
Shift 2	260	275	-5.5%	3236	3396	-4.7%
Shift 3	58	89	-34.8%	1009	1077	-6.3%
<b>Total</b>	<b>517</b>	<b>630</b>	<b>-17.9%</b>	<b>7056</b>	<b>7525</b>	<b>-6.2%</b>

## Top Ten Incidents Categories

Citizen Assist	65	84	-22.6%	995	1003	-0.8%
Investigative	45	77	-41.6%	759	768	-1.2%
Alarm	39	71	-45.1%	722	784	-7.9%
Accident	52	80	-35.0%	646	682	-5.3%
Suspicion	38	44	-13.6%	491	640	-23.3%
Public Order	32	43	-25.6%	477	530	-10.0%
Administrative	29	48	-39.6%	431	478	-9.8%
Disorder	27	21	28.6%	333	398	-16.3%
Domestic	21	25	-16.0%	295	312	-5.4%
Medical/Ambulance	36	21	71.4%	287	241	19.1%
Agency Assist	26	22	18.2%	281	255	10.2%
Animal	14	16	-12.5%	271	313	-13.4%
Traffic	28	15	86.7%	269	280	-3.9%
Theft	21	22	-4.5%	216	226	-4.4%
Parking	14	11	27.3%	188	178	5.6%
Fire	3	2	50.0%	59	42	40.5%
Hazard	2	11	-81.8%	57	74	-23.0%
Burglary	5	1	400.0%	54	87	-37.9%
Forgery	6	6	0.0%	52	74	-29.7%
Missing Person	2	5	-60.0%	44	47	-6.4%
Warrant	4	1	300.0%	39	27	44.4%
Drug	5	0	0.0%	25	38	-34.2%
Weapons Related	1	1	0.0%	23	13	76.9%
Assault	1	2	-50.0%	20	15	33.3%
Rape	1	1	0.0%	17	14	21.4%
Robbery	0	0	0.0%	5	6	-16.7%
<b>Total</b>	<b>517</b>	<b>630</b>	<b>-17.9%</b>	<b>7056</b>	<b>7525</b>	<b>-6.2%</b>

# Calls for Service Summary (continued)

December 2018

<b>Officer Initiated Event Category</b>						
	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2017</u>	<u>1 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>1 Year</u> <u>Change</u>
Traffic	508	291	74.6%	4777	4124	15.8%
Crime Prevention	440	689	-36.1%	4757	6678	-28.8%
Administrative	119	121	-1.7%	1368	1630	-16.1%
Citizen Assist	54	42	28.6%	746	398	87.4%
Focused Patrol	44	159	-72.3%	692	2220	-68.8%
Suspicion	37	26	42.3%	458	419	9.3%
Community Engagement	25	24	4.2%	311	268	16.0%
Agency Assist	19	19	0.0%	168	134	25.4%
Investigative	7	12	-41.7%	91	165	-44.8%
Public Order	13	9	44.4%	83	137	-39.4%
Parking	3	2	50.0%	74	135	-45.2%
Accident	7	3	133.3%	63	40	57.5%
Warrant	1	1	0.0%	27	28	-3.6%
Sex Offenses	3	2	50.0%	22	15	46.7%
Disorder	2	0	0.0%	20	12	66.7%
Theft	0	3	-100.0%	13	24	-45.8%
Domestic	0	0	0.0%	12	10	20.0%
Animal	0	2	-100.0%	12	17	-29.4%
Burglary	0	0	0.0%	11	36	-69.4%
Alarm	0	1	-100.0%	6	3	100.0%
Forgery	1	1	0.0%	5	10	-50.0%
Hazard	0	0	0.0%	5	2	150.0%
Missing Person	1	0	0.0%	5	3	66.7%
Drug	1	0	0.0%	4	2	100.0%
Medical	0	0	0.0%	3	5	-40.0%
Assault	0	1	-100.0%	2	5	-60.0%
Fire	0	0	0.0%	1	1	0.0%
Shots Fired	0	0	0.0%	1	0	0.0%
<b>Total</b>	<b>1285</b>	<b>1408</b>	<b>-8.7%</b>	<b>13737</b>	<b>16521</b>	<b>-16.9%</b>

# Crime Summary

December 2018

## Part 1 Offenses

	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2017</u>	<u>Dec</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Murder	0	0	0	0.0%	0.0%	2	0	0	0.0%	0.0%
Sexual Assault	0	0	0	0.0%	0.0%	8	3	4	166.7%	100.0%
Robbery	0	0	0	0.0%	0.0%	1	5	3	-80.0%	-66.7%
Assault & Battery	0	1	0	-100.0%	0.0%	5	9	4	-44.4%	25.0%
<b>Violent Crime</b>	0	1	0	-100.0%	0.0%	20	17	11	17.6%	81.8%
Burglary	4	2	2	100.0%	100.0%	23	25	55	-8.0%	-58.2%
Theft	20	10	27	100.0%	-25.9%	164	229	230	-28.4%	-28.7%
Motor Vehicle Theft	1	1	0	0.0%	0.0%	9	15	4	-40.0%	125.0%
Arson	0	0	0	0.0%	0.0%	0	1	0	100.0%	0.0%
<b>Property Crime</b>	25	13	29	92.3%	-13.8%	198	270	289	-26.7%	-31.5%
<b>Part One Crime</b>	25	14	29	78.6%	-13.8%	218	287	300	-24.0%	-27.3%

## Part 2 Offenses

	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2017</u>	<u>Dec</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Assault	1	1	0	0.0%	0.0%	8	7	3	14.3%	166.7%
Battery	1	3	0	-66.7%	0.0%	32	31	32	3.2%	0.0%
Domestic Battery	2	6	3	-66.7%	-33.3%	62	52	48	19.2%	29.2%
Criminal Damage	3	6	8	-50.0%	-62.5%	35	44	67	-20.5%	-47.8%
Criminal Trespass	1	2	0	-50.0%	0.0%	8	11	5	-27.3%	60.0%
Disorderly Conduct	3	4	3	-25.0%	0.0%	45	45	56	0.0%	-19.6%

# Arrest Report

December 2018

## Part One Offenses

	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2017</u>	<u>Dec</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Murder	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Sexual Assault	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Robbery	0	0	0	0.0%	0.0%	0	6	0	-100.0%	0.0%
Assault & Battery	0	0	0	0.0%	0.0%	3	2	2	50.0%	50.0%
<b>Violent Crime</b>	0	0	0	0.0%	0.0%	3	8	2	-62.5%	50.0%
Burglary	0	0	0	0.0%	0.0%	2	3	0	-33.3%	0.0%
Theft	13	3	11	333.3%	18.2%	70	54	53	29.6%	32.1%
Motor Vehicle Theft	0	0	0	0.0%	0.0%	0	2	3	-100.0%	-100.0%
Arson	0	0	0	0.0%	0.0%	0	3	1	-100.0%	-100.0%
<b>Property Crime</b>	13	3	11	333.3%	18.2%	72	62	57	16.1%	26.3%
<b>Part One Crime</b>	13	3	11	333.3%	18.2%	75	70	59	7.1%	27.1%

## Part Two Offenses

	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2017</u>	<u>Dec</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Assault	1	0	0	0.0%	0.0%	2	2	2	0.0%	0.0%
Battery	0	0	0	0.0%	0.0%	9	7	15	28.6%	-40.0%
Domestic Battery	3	3	1	0.0%	200.0%	32	27	26	18.5%	23.1%
Criminal Damage	1	0	0	0.0%	0.0%	5	3	7	66.7%	-28.6%
Criminal Trespass	0	0	0	0.0%	0.0%	2	7	4	-71.4%	-50.0%
Disorderly Conduct	1	1	2	0.0%	-50.0%	31	23	30	34.8%	3.3%
Alcohol Possession	0	0	2	0.0%	-100.0%	4	2	8	100.0%	-50.0%
Alcohol Consumption	3	0	2	0.0%	50.0%	11	6	28	83.3%	-60.7%

# Arrest Report

December 2018

## Drug Related Offenses

	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2017</u>	<u>Dec</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Cannabis	1	0	1	0.0%	0.0%	4	2	32	100.0%	-87.5%
Controlled Substance	1	0	1	0.0%	0.0%	7	7	4	0.0%	75.0%
Hypodermic Syringes	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Drug Paraphernalia	0	0	1	0.0%	-100.0%	1	2	22	-50.0%	-95.5%
Methamphetamine	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%

## Adult / Juvenile

	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2017</u>	<u>Dec</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Adult	27	15	22	80.0%	22.7%	307	215	233	42.8%	31.8%
Juvenile	5	1	2	400.0%	150.0%	48	36	63	33.3%	-23.8%

## Warrants

	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2017</u>	<u>Dec</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Served	5	0	4	0.0%	25.0%	54	26	40	107.7%	35.0%



# Traffic Summary

December 2018

## Accidents

Type of Accident	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2017</u>	<u>Percent</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>Percent</u> <u>Change</u>
Property Damage	50	66	-24.2%	566	565	0.2%
Personal Injury	7	9	-22.2%	76	83	-8.4%
Fatal	0	1	-100.0%	0	1	-100.0%
<b>Total</b>	<b>57</b>	<b>76</b>	<b>-25.0%</b>	<b>642</b>	<b>649</b>	<b>-1.1%</b>
Fatalities	0	1	-100.0%	0	1	-100.0%
Hit & Run	6	12	-50.0%	88	77	14.3%
Private Property	17	18	-5.6%	216	219	-1.4%
DUI	0	2	-100.0%	2	10	-80.0%

# Traffic Summary (continued)

December 2018

## Enforcement

	<u>Dec</u> <u>2018</u>	<u>Dec</u> <u>2017</u>	<u>Percent</u> <u>Change</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2017</u>	<u>Percent</u> <u>Change</u>
Traffic Stops	452	227	99.1%	3994	3027	31.9%
Moving Citation	120	91	31.9%	1192	986	20.9%
Moving Warning	167	78	114.1%	1620	1283	26.3%
<b>Total Moving</b>	<b>287</b>	<b>169</b>	<b>69.8%</b>	<b>2812</b>	<b>2269</b>	<b>23.9%</b>
Non-Moving Citation	87	39	123.1%	787	538	46.3%
Non-Moving Warning	154	73	111.0%	1126	832	35.3%
<b>Total Non-Moving</b>	<b>241</b>	<b>112</b>	<b>115.2%</b>	<b>1913</b>	<b>1370</b>	<b>39.6%</b>
<b>Total Warning</b>	<b>321</b>	<b>151</b>	<b>112.6%</b>	<b>2746</b>	<b>2115</b>	<b>29.8%</b>
<b>Total Citations</b>	<b>207</b>	<b>130</b>	<b>59.2%</b>	<b>1979</b>	<b>1524</b>	<b>29.9%</b>
<b>Total Enforcement Actions</b>	<b>528</b>	<b>281</b>	<b>87.9%</b>	<b>4725</b>	<b>3639</b>	<b>29.8%</b>
DUI Arrests	8	4	100.0%	81	82	-1.2%
<b>Category</b>						
Speed	190	114	66.7%	1816	1390	30.6%
Registration	80	46	73.9%	595	517	15.1%
Traffic Sign or Signal	39	26	50.0%	464	415	11.8%
Equipment	71	25	184.0%	460	286	60.8%
Distracted Driving	30	13	130.8%	326	194	68.0%
Insurance	32	12	166.7%	263	197	33.5%
Lane Violation	28	16	75.0%	242	234	3.4%
License	23	10	130.0%	191	136	40.4%
Signal	12	3	300.0%	113	64	76.6%
Accident	12	3	300.0%	68	73	-6.8%
Other	5	0	0.0%	59	18	227.8%
Yield	3	6	-50.0%	54	56	-3.6%
Seat Belt	2	6	-66.7%	50	41	22.0%
Parking	1	1	0.0%	16	8	100.0%
Alcohol	0	0	0.0%	8	8	0.0%
Reckless	0	0	0.0%	0	2	-100.0%
<b>Total</b>	<b>528</b>	<b>281</b>	<b>87.9%</b>	<b>4725</b>	<b>3639</b>	<b>29.8%</b>



**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
March 4, 2019**

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

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

General Fund				<b>\$63,491.40</b>
Water Fund				<b>\$47,312.33</b>
Motor Fuel Tax Fund				<b>\$52,230.64</b>
Water Depreciation Fund				
Special Service Area Tax Fund				
E-Citation Fund				
Capital Improvement Fund				<b>19,178.76</b>
State Drug Forfeiture Fund				
Federal Equitable Sharing Fund				<b>\$795.00</b>
DUI Technology Fund				
			<i>Subtotal:</i>	<u><b>\$183,008.13</b></u>
General Fund Payroll	02/28/19	\$	252,211.02	
Water Fund Payroll	02/28/19	\$	22,591.44	
			<i>Subtotal:</i>	<u><b>\$ 274,802.46</b></u>
<i>Total to be Approved by City Council:</i>				<u><b>\$ 457,810.59</b></u>

*Approvals:*

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

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

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

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

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 3/4/2019 Through 3/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CALL ONE, INC.	MONTHLY TELEPHONE BILL	AP030419	4267	Telephone	1,261.55
COMCAST BUSINESS	8771201210021147 CITY HALL CABLE	AP030419	4271	Utilities (Elec,Gas,Wtr,Sewer)	8.40
GOVTEMPSUSA LLC	VANA (2-3-19)	AP030419	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (2-10-19)	AP030419	4325	Consulting/Professional	3,415.38
I.R.M.A.	VOLUNTEER COVERAGE 11-1-18 thru 11-1-19	AP030419	4219	Liability Insurance	850.00
IMPACT NETWORKING, LLC	KONICA COPIER CONTRACT	AP030419	4225	Maintenance - Equipment	113.00
IMPACT NETWORKING, LLC	KONICA COPIER CONTRACT-OVERAGE	AP030419	4225	Maintenance - Equipment	11.52
OFFICE DEPOT	OFFICE SUPPLIES FOR CITY HALL	AP030419	4225	Maintenance - Equipment	83.48
OFFICE DEPOT	OFFICE SUPPLIES FOR CITY HALL	AP030419	4253	Supplies - Office	17.36
OFFICE DEPOT	TONER AND CARD STOCK	AP030419	4253	Supplies - Office	362.96
OFFICE DEPOT	11 X 17 PAPER	AP030419	4253	Supplies - Office	18.19
ROSENTHAL, MURPHEY, COBLENTZ	POSTAGE, COPIES	AP030419	4219	Liability Insurance	4.34
ROSENTHAL, MURPHEY, COBLENTZ	STERIGENICS	AP030419	4219	Liability Insurance	1,265.00
				Total Administration	10,826.56

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
City Council  
From 3/4/2019 Through 3/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DARIEN PUBLIC SCHOOL DIST 61	SHUTTLE FOR HALLOWEEN	AP030419	4366	Trolley Contracts	105.00
DARIEN PUBLIC SCHOOL DIST 61	SHUTTLE FOR HOLIDAY LIGHTS	AP030419	4366	Trolley Contracts	105.00
WEST CENTRAL MUNICIPAL CONF	WEST CENTRAL MUNICIPAL CONFERENCE- MAYOR WEAVER	AP030419	4263	Training and Education	55.00
				Total City Council	265.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 3/4/2019 Through 3/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	1005 75TH ST- WEST SUBURBAN BANK	AP030419	4328	Const/Prof Reimbursable	390.00
CHRISTOPHER B. BURKE ENG, LTD	6624 RICHMOND- DARIUS SUBDIVISION	AP030419	4328	Const/Prof Reimbursable	410.84
ELEVATOR INSPECTION SERVICE CO	ELEVATOR INSPECTIONS - FEBRUARY 2019	AP030419	4328	Const/Prof Reimbursable	1,600.00
ROSENTHAL, MURPHEY, COBLENTZ	MISCELLANEOUS	AP030419	4219	Liability Insurance	660.00
ROSENTHAL, MURPHEY, COBLENTZ	BRICHTA-EMAILS, DOCUMENTS, CONFERENCES	AP030419	4219	Liability Insurance	897.73
ROSENTHAL, MURPHEY, COBLENTZ	337 ROGERT ROAD	AP030419	4219	Liability Insurance	<u>83.75</u>
				Total Community Development	4,042.32

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 3/4/2019 Through 3/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	ENCLOSED TRAILER	AP030419	4815	Equipment	4,869.50
ADVANCE AUTO PARTS	DIESEL ADDITIVE	AP030419	4225	Maintenance - Equipment	188.94
ADVANCE AUTO PARTS	INSERTS, SD DRILL	AP030419	4229	Maintenance - Vehicles	23.88
ADVANCE AUTO PARTS	HALOGEN SEALED BEAM	AP030419	4229	Maintenance - Vehicles	27.40
ADVANCE AUTO PARTS	OIL FILTER FOR 108	AP030419	4229	Maintenance - Vehicles	39.54
ADVANCE AUTO PARTS	LUBE	AP030419	4229	Maintenance - Vehicles	39.54
ALARM DETECTION SYSTEMS INC	MONITORING -(March thru May 2019)	AP030419	4223	Maintenance - Building	105.00
ALARM DETECTION SYSTEMS INC	CITY HALLALARM MONITORING -(March thru May 2019)	AP030419	4223	Maintenance - Building	105.00
ALARM DETECTION SYSTEMS INC	CALL OUT- PUBLIC WORKS (1-9-19)	AP030419	4223	Maintenance - Building	345.86
ALTORFER INDUSTRIES INC	FILTERS	AP030419	4229	Maintenance - Vehicles	113.54
CHEMSEARCH	TANK TONIC	AP030419	4225	Maintenance - Equipment	426.80
CHRISTOPHER B. BURKE ENG, LTD	DALE ROAD-WETLAND WEED MGMT AND BURN PERMITTING	AP030419	4325	Consulting/Professional	1,280.00
CINTAS #769	RENTAL MATT- PUBLIC WORKS	AP030419	4223	Maintenance - Building	22.02
CINTAS #769	RENTAL MATTS- POLICE DEPT	AP030419	4223	Maintenance - Building	48.81
CINTAS #769	RENTAL MATTS - CITY HALL	AP030419	4223	Maintenance - Building	49.98
COM ED	0633028127 CLOCK TOWER 7535 S CASS	AP030419	4271	Utilities (Elec,Gas,Wtr,Sewer)	118.82
COM ED	0788310001 PUBLIC WORKS -1041 S FRONTAGE RD	AP030419	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
CONSTELLATION NEW ENERGY, INC.	#5223062098 75TH ST LEGS STR LIGHT /CASS	AP030419	4359	Street Light Oper & Maint.	472.07
CONSTELLATION NEW ENERGY, INC.	#0267129091 SW Corner 75th St /Adams	AP030419	4359	Street Light Oper & Maint.	1,932.50
FLEETPRIDE	MUDFLAP FOR 112	AP030419	4229	Maintenance - Vehicles	21.76

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 3/4/2019 Through 3/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
FLEETPRIDE	AIR BRAKE ELBOW FOR 106	AP030419	4229	Maintenance - Vehicles	15.00
FORCE AMERICA	JOYSTICK FOR 101	AP030419	4229	Maintenance - Vehicles	189.64
FREEWAY FORD-STERLING TRUCK	SENSOR	AP030419	4229	Maintenance - Vehicles	106.45
FREEWAY FORD-STERLING TRUCK	HARNES FOR 106	AP030419	4229	Maintenance - Vehicles	63.17
FREEWAY FORD-STERLING TRUCK	SENSOR FOR 101	AP030419	4229	Maintenance - Vehicles	73.56
GRADE A	SHOVELING, SALTING -CITY HALL and POLICE DEPT	AP030419	4223	Maintenance - Building	1,240.00
GRAINGER	PENAL-TROL CARTRIDGE -POLICE DEPT	AP030419	4223	Maintenance - Building	215.64
I.R.M.A.	UNDERGROUND STORAGE TANKS	AP030419	4219	Liability Insurance	2,923.36
IL SECTION AMERICAN WATER WORK	EMPLOYEE TRAINING	AP030419	4263	Training and Education	480.00
IL SECTION AMERICAN WATER WORK	EMPLOYEE TRAINING	AP030419	4263	Training and Education	180.00
JOLIET SUSPENSION	109 - SPRING REPAIR	AP030419	4229	Maintenance - Vehicles	1,889.71
KAMAN FLUID POWER LLC	REPAIR HOSES	AP030419	4229	Maintenance - Vehicles	105.39
KAMAN FLUID POWER LLC	112- REPAIR PARTS/HOSE	AP030419	4229	Maintenance - Vehicles	81.68
KAMAN FLUID POWER LLC	112- HOSE ASSEMB	AP030419	4229	Maintenance - Vehicles	39.93
MAC TOOLS	MECHANICS SUPPLIES	AP030419	4259	Small Tools & Equipment	141.99
McMASTER-CARR	CONNECTORS FOR WATER- PUBLIC WORKS	AP030419	4223	Maintenance - Building	27.70
STENSTROM PETROLEUM SERVICES	NOZZLE FOR PUBLIC WORKS	AP030419	4223	Maintenance - Building	279.75
WESTOWN AUTO SUPPLY COMPANY	ROSINCORE	AP030419	4225	Maintenance - Equipment	17.70
WESTOWN AUTO SUPPLY COMPANY	109- LAMP	AP030419	4229	Maintenance - Vehicles	174.25
WESTOWN AUTO SUPPLY COMPANY	REPAIR PARTS FOR STOCK	AP030419	4229	Maintenance - Vehicles	15.84
WESTOWN AUTO SUPPLY COMPANY	COIL HOSE ,LOW BEAM FOR SHOP	AP030419	4229	Maintenance - Vehicles	40.41
WESTOWN AUTO SUPPLY COMPANY	DIESEL ADDITIVE	AP030419	4229	Maintenance - Vehicles	101.88
WILLOWBROOK FORD, INC.	502 -REMOTE CONTROL	AP030419	4229	Maintenance - Vehicles	117.09
WILLOWBROOK FORD, INC.	112 -RESERVOIR ASSY	AP030419	4229	Maintenance - Vehicles	268.45



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 3/4/2019 Through 3/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
WILLOWBROOK FORD, INC.	ELEMENT & GASKET FOR STOCK	AP030419	4229	Maintenance - Vehicles	54.24
				Total Public Works, Streets	19,129.88

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 3/4/2019 Through 3/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	ROTORS, BRAKE PADS	AP030419	4229	Maintenance - Vehicles	287.89
ADVANCE AUTO PARTS	OIL FILTERS	AP030419	4229	Maintenance - Vehicles	73.92
ANTON HRUBY	HRUBY-SHIRTS, AMMO, BOOTS (UNDER ARMOUR, EDDIE BAUER, DICKS)	AP030419	4269	Uniforms	355.85
COLLEGE OF DU PAGE	HRUBY- FIRST RESPONDER WELLNESS CONF	AP030419	4263	Training and Education	75.00
EMERGENCY VEHICLE TECHNOLOGIES	UPFITTING - D18	AP030419	4815	Equipment	10,616.95
EMERGENCY VEHICLE TECHNOLOGIES	UPFITTING - D1	AP030419	4815	Equipment	10,036.95
EMERGENCY VEHICLE TECHNOLOGIES	ADDL UPFITTING- D1	AP030419	4815	Equipment	415.00
HARALDSEN'S GARAGE & BODY	ACCIDENT REPAIR - D16	AP030419	4229	Maintenance - Vehicles	1,447.20
I.D.E.O.A.	IDEOA REGISTRATION-KEOU...	AP030419	4263	Training and Education	275.00
I.D.E.O.A.	IDEOA REGISTRATION-GLOMB	AP030419	4263	Training and Education	275.00
JAKE THE STRIPER	DOOR JAMB STRIPING- 9 SQUADS	AP030419	4815	Equipment	220.00
JP MORGAN CHASE BANK	CASE #30918 18 MR 1 SUBPOENA PROCESSING	AP030419	4217	Investigation and Equipment	19.69
MR TRIM	D18- REMOVE AND RE-INSTALL TORN SEAT COVER	AP030419	4229	Maintenance - Vehicles	321.81
PARTNERS & PAWS VETERINARY	VET CARE FOR K-9 NIKO	AP030419	4225	Maintenance - Equipment	119.80
RAY O'HERRON CO. INC.	KLEIN- SHIRT	AP030419	4269	Uniforms	54.00
RAY O'HERRON CO. INC.	KEOUGH - GLOCK 19, LED LIGHT, USB AMMO	AP030419	4269	Uniforms	840.34
RAY O'HERRON CO. INC.	NORTON- REPAIR VEST CARRIER	AP030419	4269	Uniforms	20.00
RAY O'HERRON CO. INC.	LISS - GLOCK 48	AP030419	4269	Uniforms	358.00
RAY O'HERRON CO. INC.	HRUBY- 3 PAIR OF PANTS, LED LIGHT	AP030419	4269	Uniforms	348.99

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 3/4/2019 Through 3/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ROSENTHAL, MURPHEY, COBLENTZ	MAP NEGOTIATIONS-2018	AP030419	4219	Liability Insurance	1,980.00
SIRCHIE	EVIDENCE TAPE	AP030419	4217	Investigation and Equipment	236.46
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES FOR POLICE DEPT	AP030419	4253	Supplies - Office	554.29
THOMSON REUTERS -	CLEAR LAW ENFORCEMENT PLUS	AP030419	4217	Investigation and Equipment	295.50
				Total Police Department	29,227.64
				Total General Fund	63,491.40

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 3/4/2019 Through 3/4/2019**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	50amp POWER CORD	AP030419	4225	Maintenance - Equipment	200.00
A&W TRAILER LLC	ENCLOSED TRAILER	AP030419	4815	Equipment	4,869.50
ADVANCE AUTO PARTS	BALL JOINTS	AP030419	4225	Maintenance - Equipment	149.36
AMERICAN WATER WORKS ASSOC	AMERICAN WATER WORKS ASSOC RENEWAL -BEUSSE	AP030419	4263	Training and Education	83.00
CINTAS #769	RENTAL MATT- PUBLIC WORKS	AP030419	4223	Maintenance - Building	22.02
COM ED	COM ED 3118112014 -2103 75th ST PUMP	AP030419	4271	Utilities (Elec,Gas,Wtr,Sewer)	495.02
CORE & MAIN	2 WATER METERS	AP030419	4880	Water Meter Purchases	2,158.00
CORE & MAIN	WATER METERS	AP030419	4880	Water Meter Purchases	4,690.00
DAS ENTERPRISES, INC.	HAULING - (2-25-19)	AP030419	4231	Maintenance - Water System	482.70
DAS ENTERPRISES, INC.	HAULING - (2-21-19 thru 2-22-19)	AP030419	4231	Maintenance - Water System	3,660.49
DUPAGE COUNTY PUBLIC WORKS	METER READINGS	AP030419	4336	Data Processing	26,621.61
EDT PLUMBING INC	PLUMBING- 6717 LEONARD	AP030419	4231	Maintenance - Water System	350.00
IL SECTION AMERICAN WATER WORK	EMPLOYEE TRAINING	AP030419	4263	Training and Education	180.00
IL SECTION AMERICAN WATER WORK	EMPLOYEE TRAINING	AP030419	4263	Training and Education	112.00
IL SECTION AMERICAN WATER WORK	EMPLOYEE TRAINING	AP030419	4263	Training and Education	36.00
KARA COMPANY, INC.	SHOVEL, SPADES FOR WATER DEPT	AP030419	4231	Maintenance - Water System	356.70
SUBURBAN LABORATORIES	SOIL TESTING	AP030419	4231	Maintenance - Water System	95.00
SUBURBAN LABORATORIES	SOIL TESTING	AP030419	4231	Maintenance - Water System	50.00
WILLCO GREEN LLC	DUMP FEES	AP030419	4231	Maintenance - Water System	1,080.00
ZIEBELL WATER SERVICE PRODUCTS	COPPER FITTINGS	AP030419	4231	Maintenance - Water System	1,152.93
ZIEBELL WATER SERVICE PRODUCTS	WATER MAIN CLAMPS	AP030419	4231	Maintenance - Water System	468.00
				Total Public Works, Water	47,312.33
				Total Water Fund	47,312.33

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 3/4/2019 Through 3/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DETROIT SALT COMPANY	ROCK SALT -(2-22-19)	AP030419	4249	Salt	5,549.28
DETROIT SALT COMPANY	ROCK SALT	AP030419	4249	Salt	4,380.19
DETROIT SALT COMPANY	ROCK SALT -(2-14-19)	AP030419	4249	Salt	6,917.80
DETROIT SALT COMPANY	ROCK SALT (2-14-19)	AP030419	4249	Salt	5,316.94
DETROIT SALT COMPANY	ROCK SALT (2-13-19)	AP030419	4249	Salt	6,965.48
DETROIT SALT COMPANY	ROCK SALT (2-19-19)	AP030419	4249	Salt	7,459.01
DETROIT SALT COMPANY	ROCK SALT (2-19-19)	AP030419	4249	Salt	6,877.51
DETROIT SALT COMPANY	ROCK SALT (2-20-19)	AP030419	4249	Salt	5,392.81
DETROIT SALT COMPANY	ROCK SALT (2-20-19)	AP030419	4249	Salt	1,327.56
VULCAN CONSTRUCTION MATERIALS	WATER SYSTEM ROAD REPAIRS	AP030419	4245	Road Material	2,044.06
Total MFT Expenses					52,230.64
Total Motor Fuel Tax					52,230.64

**CITY OF DARIEN**  
**Expenditure Journal**  
**Federal Equitable Sharing Fund**  
**Drug Forfeiture Expenditures**  
**From 3/4/2019 Through 3/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ABILA	1 HOUR CONSULT	AP030419	4213	Dues and Subscriptions	795.00
				Total Drug Forfeiture Expenditures	795.00
				Total Federal Equitable Sharing Fund	795.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 3/4/2019 Through 3/4/2019**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	2019 ROAD PROGRAM-BID BOOKLET AND FIELD RECONNAISSANCE	AP030419	4325	Consulting/Professional	4,711.01
CHRISTOPHER B. BURKE ENG, LTD	67TH ST (RICHMOND to TENNESSEE) SURVEY, XP-SWMM MODELING	AP030419	4376	Ditch Projects	14,467.75
				Total Capital Fund Expenditures	19,178.76
				Total Capital Improvement Fund	19,178.76
Report Total					183,008.13



**AGENDA MEMO**  
**City Council**  
**March 4, 2019**

**ISSUE STATEMENT**

Consideration of a Motion to Approve:

- The Annual Fourth of July Parade on Wednesday, July 4, 2019, Beginning at 9:30 A.M., Sponsored by the Darien Lions Club
- Authorizing the Police Department to Assist in Traffic Control and Authorizing the Temporary Closure of Streets for the Fourth of July Parade: From the Jewel Parking Lot, North on Cass Avenue to 71<sup>st</sup> Street; East on 71<sup>st</sup> Street to Clarendon Hills Road; South on Clarendon Hills Road to Hinsdale South High School

**BACKUP**

**BACKGROUND HISTORY**

The Darien Lions Club is sponsoring the annual Fourth of July Parade on Wednesday, July 4, 2018. The same route that was used last year has been requested

Proposed Parade Route (71<sup>st</sup> Street):

- Lineup of parade participants will be in the Jewel Parking lot on Cass Avenue just North of 75<sup>th</sup> Street.
- Parade will begin at 9:30 A.M. and proceed north on Cass Avenue to 71<sup>st</sup> Street.
- Parade will go east on 71<sup>st</sup> Street to Clarendon Hills Road.
- Parade will go South on Clarendon Hills Road until its end point at Hinsdale South High School.

The Darien Lions Club is an independent charitable organization they will organize, register and insure parade participants; the City of Darien will allow them to temporarily use the public street and provide police assistance.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends that the City Council support the Darien Lions Club through the temporary closure of the above listed streets to facilitate the safety and efficient operation of the Fourth of July Parade.

**ALTERNATE CONSIDERATION**

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

**DECISION MODE**

This item will be placed on the March 4, 2019 Agenda for formal Council consideration and approval.





**DARIEN  
LIONS CLUB**  
DISTRICT 1 J



1702 Plainfield Road • Darien, Illinois 60561  
[www.darionlions.org](http://www.darionlions.org)

February 18, 2019

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

Dear Darien Officials,

On behalf of the Darien Lions Club organization, I would like to request the temporary closure of streets for the annual City of Darien / Lions Club Fourth of July Parade. I am also requesting assistance from the Darien Police Department and Municipal Services with traffic control.

Proposed Parade Route beginning at the assembly point of 75<sup>th</sup> and Cass Avenue includes:

- Lineup of parade participants will be in the Jewel Parking lot on Cass Avenue just north of 75<sup>th</sup> street.
- Parade will begin at 9:30 A.M. and proceed north on Cass Avenue to 71<sup>st</sup> street.
- Parade will go east on 71<sup>st</sup> Street up to Clarendon Hills Road.
- Parade will go south on Clarendon Hills Road until its end point at Hinsdale South High School.

The 71<sup>st</sup> Street Parade route has many advantages. One is the overhang of the trees along 71<sup>st</sup> street which provides shade and a little more comfort when extreme heat is afforded. The second is this route is off Plainfield Road and allows our parade to have a community feel by using local Darien Streets. The third is the end point of the parade (Hinsdale South High School) allows for easy pickup of participants.

We appreciate your continued support of the country's independence celebrated on this day.

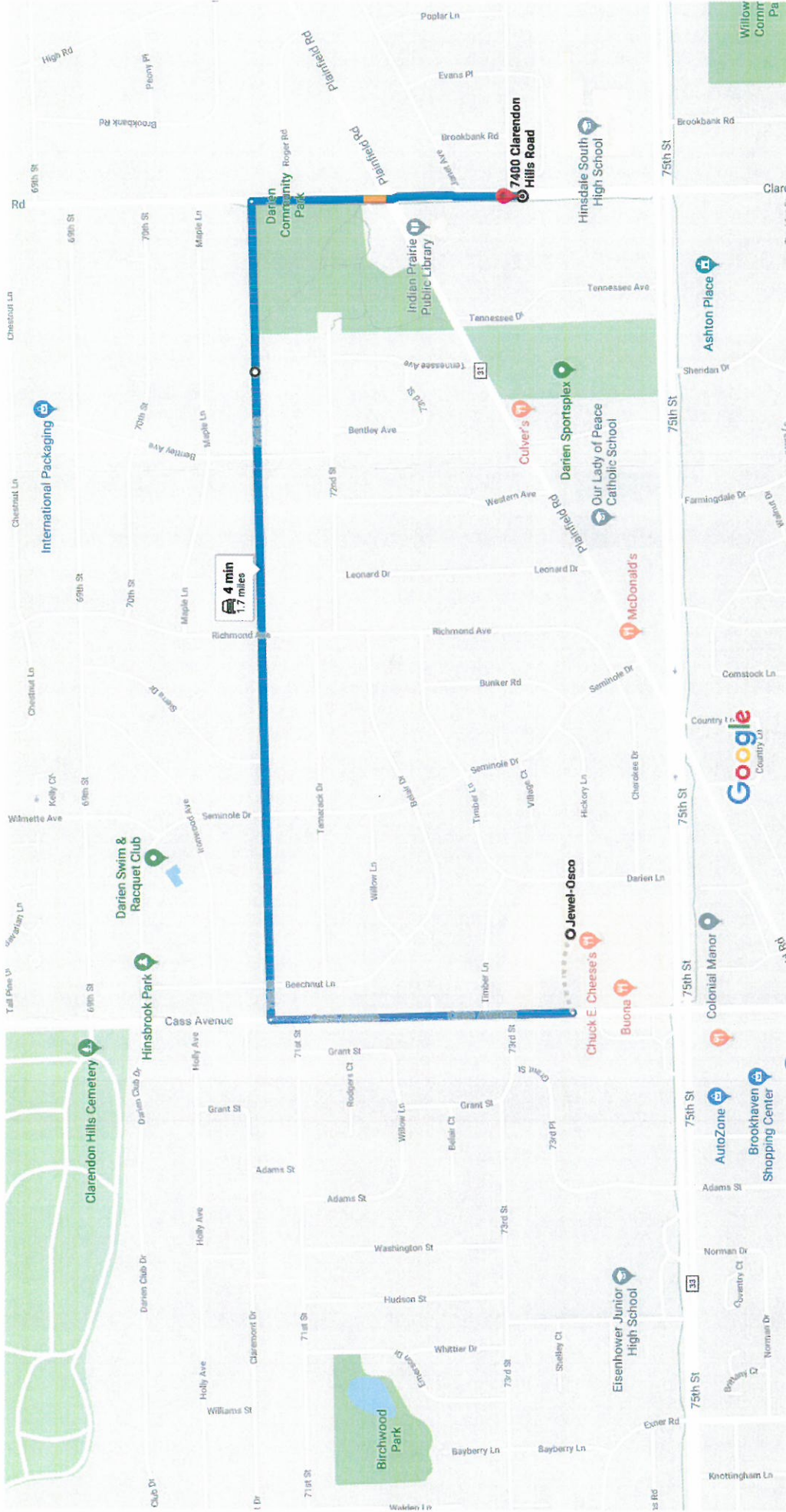
Best Regards,

A handwritten signature in black ink that reads "Mark Piccoli".

Mark Piccoli, 2019 Parade Chairman  
847-489-9223 [mpic3190@comcast.net](mailto:mpic3190@comcast.net)

# Google Maps Jewel-Osco to 7400 Clarendon Hills Rd, Darien, IL 60561

Drive 1.7 miles, 4 min



Map data ©2018 Google



via 71st St

4 min without traffic

4 min

1.7 miles

**AGENDA MEMO**  
**CITY COUNCIL**  
**March 4, 2019**

**Issue Statement**

Resolution to approve the 2019 City of Darien Zoning Map for publication.

**RESOLUTION**

**Discussion**

Every year the City updates the Zoning Map to show all the properties approved during the previous calendar year. [Attachment A](#) is a listing of the 11 approvals in 2018 including 4 variations, 2 special uses, 2 plats, 1 PUD amendment, 1 site plan, and 1 boundary agreement. Our practice has been to show the ordinance or resolution number corresponding to the key number on the map for each approval. State Statute requires that zoning maps be published every year. Approved maps are posted in City Hall and on the City website. Paper copies are made available for sale.

**MSC**

The Municipal Services Committee voted 3-0 on February 25, 2019 to recommend approval of the resolution to approve the 2019 City of Darien Zoning Map as presented.

<u>Zoning Map changes - calender year 2018</u>				
				map key
Home Run Inn	sign variation	7521 Lemont Road	O-04-18	41
Kelly (single family)	setback variation	450 67th Street	O-02-18	184
AMVETS collection center	PUD amendment	2189 75th Street	O-05-18	88
Ide School	driveway variation	2000 Manning Road	O-07-18	185
Skumbre (single family)	lot variation	6624 Richmond Avenue	O-08-18	93
VFW (restaurant)	special use	801 Plainfield Road	O-17-18	109
Sterling Bay (warehouse)	site plan, plat of consolidation	1035 S. Frontage Road	O-19-18, O-20-18	28
Club Fusion (volleyball)	special use	7879 Lemont Road	O-21-18	186
Carriage Way West Unit 6	plat of easement	1528-1532 Evergreen Lane	R-104-18	5
Downers Grove	boundary agreement	75th Street, Fairview Avenue	R-108-18	48
<u>Corrections needed to Zoning Map</u>				
Woodridge	boundary agreement	83rd, Woodward, 87th, Lemont	O-41-92	48
Darien Club			O-36-95, O-06-97	101
Park District	Sportsplex	451 Plainfield Road	O-7-96, O-25-96, O-22-97, O-39-97, O-31-03, O-13-04, O-40-07, O-15-10	112
Violet's Farm	PUD amendment		O-29-07	155
spelling of word 'variation'				183
note under scale 'December 31, 2018'				
need arrow to parcel		951 N. Frontage Road		163
note on map not needed 'This area has been annexed new description'				169



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

**A RESOLUTION APPROVING THE  
2019 CITY OF DARIEN ZONING MAP**

**WHEREAS**, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-19, a municipality is required to publish a zoning map no later than March 31<sup>st</sup> of each year; and

**WHEREAS**, the zoning map attached hereto as “Exhibit A” and made a part thereof, is a current zoning map showing zoning districts, boundaries, and special uses within the City; and

**WHEREAS**, the Corporate Authorities find the zoning map, attached hereto as [Exhibit “A”](#), correctly reflects zoning actions approved by the Corporate Authorities within the last calendar year.

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

**SECTION 1:** That the City hereby approves the zoning map, attached as “Exhibit A”.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of March, 2019.

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

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,  
ILLINOIS, this 4<sup>th</sup> day of March, 2019.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



**AGENDA MEMO**  
**CITY COUNCIL**  
**March 4, 2019**

**Issue Statement**

Approval of an ordinance granting an extension to the PUD amendment for the AMVETS Collection Center in the Darien Towne Center.

**ORDINANCE**

**Discussion**

In 2005, the City Council granted a minor amendment to the Darien Towne Centre PUD agreement via Ordinance O-4-05 to allow an AMVETS Collection Center at the west edge of the Walmart parking lot subject to a review by the City Council on an annual basis as to the location and to address any operational issues. In 2015, Walmart asked for AMVETS to relocate their facility to the northwest corner of their parking lot to avoid traffic congestion. In 2015 the City Council approved a location change for the collection center to the northwest corner of the Walmart parking lot by Ordinance O-22-15. See [Attachment A](#): aerial photo of site. Since then, the City has granted one-year extensions.

Tim Foley, the local Illinois AMVETS representative, says this collection center has been very productive for them and they would like to continue operation there. AMVETS staff are instructed to keep site clean. City staff has not observed any traffic congestion, litter, or other problems at this site.

**MSC Recommendation**

At their meeting on February 25, 2019, the Municipal Services Committee found no issues with the AMVETS facility and discussed whether to continue the past practice of one year extensions of the PUD agreement or allowing AMVETS to continue operations for a longer period of time. If operational problems do arise, a code enforcement approach can be used. The MSC voted 3-0 to recommend extending approval for 3 years and the attached ordinance reflects said recommendation.



EXHIBIT A

Amvets Collection Center  
New location, June 2015





**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE GRANTING A MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Darien Towne Centre PUD, 2189 75<sup>th</sup> Street,  
AMVETS Collection Center at Walmart)**

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

**THIS 4<sup>th</sup> DAY OF MARCH, 2019**

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**Published in pamphlet form by authority of  
the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.**

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

**AN ORDINANCE GRANTING A THREE (3) YEAR EXTENSION  
TO THE PREVIOUSLY APPROVED MINOR AMENDMENT  
TO AN APPROVED PLANNED UNIT DEVELOPMENT**

**(Darien Towne Centre PUD, 2189 75<sup>th</sup> Street,  
AMVETS Collection Center at Walmart)**

**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**, heretofore, pursuant to Ordinance No. O-18-93, the City granted a special use for a Planned Unit Development (PUD) for certain property described therein and commonly referred to as the “Darien Towne Centre”; and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-4-05, the City granted a minor amendment to the Darien Towne Centre PUD for an AMVETS Collection Center in the Wal-Mart parking lot, for an initial period of one (1) year, which was to be reviewed by the City Council on an annual basis as to the location and to address any operational issues; and

**WHEREAS**, heretofore, pursuant to Ordinance O-4-05, the City granted one (1) year extensions on February 6, 2006, April 2, 2007, March 3, 2008, March 2, 2009, February 1, 2010, February 7, 2011, March 5, 2012, March 4, 2013, March 3, 2014, March 3, 2015; and

**WHEREAS**, heretofore, pursuant to Ordinance No. O-22-15, the City granted a location change for the collection center to the far northwest corner of the Walmart parking lot: and

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

**WHEREAS**, heretofore, pursuant to Ordinance No. O-22-15, the City granted one (1) year extension on April 3, 2017 by Ordinance No. O-04-17 and again on March 5, 2018 by Ordinance No. O-05-18; and

**WHEREAS**, City has reviewed the collection center and has not found any operational issues: and

**WHEREAS**, on February 25, 2019, the Municipal Services Committee of the City Council reviewed the operation of the AMVETS Collection Center and forwarded its recommendation to extend the PUD amendment for three (3) years to the City Council; and

**WHEREAS**, the City Council has reviewed the findings and recommendations described above and now determines to grant a three (3) year extension to the AMVETS Collection Center subject to the terms, conditions and limitations described below.

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

**SECTION 1: Extension of the Previously Approved Minor Amendment to PUD Granted.** The previously granted minor amendment to the approved PUD for the Darien Towne Centre by Ordinance No. O-05-18 is hereby extended for a three (3) year period, at which time the City Council shall review the location and address any operational issues.

**SECTION 2: 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

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

of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4<sup>th</sup> day of March, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4<sup>th</sup> day of March, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

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





**AGENDA MEMO**  
**CITY COUNCIL**  
**March 4, 2019**

**Issue Statement**

Consideration of a request by DuPage Public Safety Communications (DUCOMM) to approve their IGA regarding their equipment on the City cell towers at 1041 S. Frontage Road.

**RESOLUTION**

**Background**

DUCOMM is one of the two consolidated dispatch centers in DuPage County, along with ACDC, and dispatches various public safety districts including Darien Police Department. They have been using Tower A at 1041 S. Frontage Road for their dispatch antennas and related equipment. They share some equipment with ACDC, who also uses Tower A. Both ACDC and DUCOMM would like to relocate their antenna onto Tower B to improve their service capacity.

DUCOMM has proposed a lease, in the same format as the ACDC lease, in the form of an intergovernmental agreement, which has been reviewed by the Darien attorney. The key provisions include;

- duration is 5 terms with each term 5 years
- no rent
- base equipment located in shelter building owned by City
- DUCOMM to remove equipment from Tower A and install on Tower B within 4 months of building permit

DUCOMM has been coordinating with Verizon and ACDC on construction plans, structural studies, and relocation schedules. Related activity includes:

- The Verizon lease was approved by City Council on 12.17.18.
- The ACDC lease was approved by City Council on 1.21.19.
- T-Mobile has plans to upgrade their equipment on Tower A, but is waiting for Verizon, DUCOMM, and ACDC to move off of Tower A to free up structural capacity on Tower A for the new T-Mobile equipment.

**MSC Recommendation**

The Municipal Services committee discussed this at their meeting on February 25, 2019. The practice for municipal towers throughout DuPage County has been to not charge tower rent to DUCOMM or ACDC since they are governmental agencies providing services to all local properties. MSC voted 3-0 to recommend approval of the intergovernmental agreement (IGA) with DUCOMM as presented and the attached Resolution reflects said IGA.



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

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE INTERGOVERNMENTAL ANTENNA AND EQUIPMENT SPACE AGREEMENT WITH THE DUPAGE PUBLIC SAFETY COMMUNICATIONS (DUCOMM) TO LOCATE TELECOMMUNICATIONS EQUIPMENT ON THE DARIEN CELL TOWERS LOCATED AT 1041 S. FRONTAGE ROAD**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the City Administrator to execute the Intergovernmental Antenna and Equipment Space Agreement with the DuPage Public Safety Communications (DUCOMM) to locate telecommunications equipment on the Darien cell towers located at 1041 S. Frontage Road 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, DUPAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of March, 2019.

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

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,  
ILLINOIS, this 4<sup>th</sup> day of March, 2019.**

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

ATTEST:

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

APPROVED AS TO FORM:

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



**INTERGOVERNMENTAL ANTENNA AND EQUIPMENT SPACE AGREEMENT**

This Intergovernmental Antenna and Equipment Space Agreement (the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **CITY OF DARIEN**, DuPage County, Illinois (the “Lessor”) and the **DUPAGE PUBLIC SAFETY COMMUNICATIONS**, an Illinois municipal cooperative, commonly referred to as “DU-COMM,” with offices at 420 N. County Farm Road, Wheaton, Illinois 60187 (the “Lessee”) pursuant to their powers of intergovernmental cooperation under statute (5 ILCS 220/1 et seq.) and the Illinois constitution (Ill. const. Article VII Section 10).

**W I T N E S S E T H:**

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Premises. Lessor hereby leases to the Lessee a portion of that certain space (the “Tower Space”) on the Lessor’s Tower A and Tower B, hereinafter collectively referred to as the “Towers”, located at 1041 S. Frontage Road, Darien, IL 60561, together with the non-exclusive right with prior notice to the Lessor for ingress and egress (the “Right-of-Way”), seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of the antennas and equipment in accordance with Section 2 of the Agreement. The Tower Space and the Right-of-Way are hereafter jointly referred to as the “Premises”.

2. Right of Lessee to erect public safety communications antennas.

The Lessee shall have the right to erect and maintain public safety communications antennas on the Tower Space, together with appurtenant cables and receivers. The public safety communications shall be operated by DU-COMM for the benefit of Lessee and other units of local government. Included in this Lease shall be space for equipment in the communications building adjoining the Towers, which building is depicted in **Exhibit 1**. Lessor shall at all times, at its sole cost and expense, properly repair, maintain and keep the communications building adjoining the Towers in good, working condition. Neither Lessor nor Lessee shall use the communications building adjoining the Towers for storage or any other use that may interfere with either Lessor's or Lessee's use of the Towers. A current list of Lessee's Equipment is attached hereto and made a part hereof as **Exhibit 1C** and said list shall be updated, as appropriate, when new or replacement Equipment is installed by the Lessee on the Premises. Any new or replacement equipment installed by the Lessee on the Premises shall be installed in the same location as the equipment it is replacing unless first approved by the Lessor in writing, which approval shall not be unreasonably withheld. The updated list shall not be treated as a lease amendment.

A. Lessee shall at all times fully and promptly comply with all applicable rules and regulations of the Federal Aviation Administration and the Federal Communications Commission.

B. Such antennas shall be erected and maintained at the sole expense of the Lessee and at its sole risk. Lessee shall pay for any and all damage to persons

as well as property that may be caused by the erection or maintenance of such antennas and shall save and hold the Lessor harmless from any and all loss or damage by reason of such erection or maintenance.

C. Maintenance shall be considered to include any technical upgrade or improvement of the antennas and appurtenant systems during the course of this Lease provided that such upgrade does not interfere with the Lessor rights to the quiet and peaceful enjoyment of the Premises. All equipment replacements or additions should be identified to Lessor prior to installation. Any replacements and additions that add additional size or weight which may affect the structural safety of the towers shall be subject to Lessor approval of plan, structural analysis and permits at Lessee's expense.

D. Lessor shall make available to the Lessee the minimal electrical service necessary to operate the radio equipment listed in Exhibit 1C. If the installation of additional equipment solely by the Lessee results in an increase in electrical service cost, the Lessee shall be responsible to pay such increase only if the cost to the Lessor that is attributable to DU-COMM increases greater than ten (10%) percent. The Lessee shall not be responsible for any increase in electrical service cost attributable to equipment installed by other entities sharing the Premises.

3. Term.

The Premises are leased for a term to commence on \_\_\_\_\_, 2018 and to end \_\_\_\_\_, 2023, or such earlier time and date as this Lease may be terminated as provided below, except that, if any such date falls on a Sunday or a

holiday, then this Lease shall end on the next business day following the above mentioned date.

This Agreement will be automatically renewed for an additional sixty (60) month period at the end of any Agreement period unless either party notifies the other in writing of their intent to not renew at least one hundred eighty (180) days in advance of the termination date of the Agreement. This Agreement may be renewed for four (4) additional five year (5) year terms.

The Lessee will relocate existing public safety communications equipment from Tower A to Tower B within four (4) months of being granted a construction permit issued by the Lessor. Any old equipment owned by the Lessee and not being used for public safety communications shall be removed from the Premises within sixty (60) days from the date of approval of this Agreement by the Lessor. Lessee shall be given additional time to relocate existing equipment and remove old equipment owned by the Lessee where the Lessee is delayed in relocation or removal of the equipment due to inclement weather.

4. Rent. The total annual rent shall be \$0.00.

5. Use and Occupancy. Lessee shall use and occupy the Premises for no purpose other than that described herein.

6. Care and Repair of Premises. Lessee shall commit no act of waste and shall take good care of the towers' locations, fixtures, and appurtenances on it, and shall, in the use and occupancy of the towers' locations, conform to all laws, orders, and regulations of the Federal, State, and Municipal governments or any of their

departments. Lessee shall make all repairs to the Premises made necessary by misuse or neglect by the Lessee, the Lessee's agents, servants, or licensees. Upon termination of this Lease, the public safety antennas and all of its appurtenances shall be removed by the Lessee in a careful and prudent manner so as not to damage the demised premises; such removal shall occur within 30 days from the date of termination, weather permitting. The public safety antennas and its appurtenances shall remain the property of the Lessee despite the fact that they are affixed to the towers.

7. Lessee's Personal Property. Lessor acknowledges and agrees that all personal property, equipment, apparatus, fittings, fixtures and trade fixtures installed or stored on the Premises by Lessee constitute personal property, not real property, and shall continue to be the personal and exclusive property of Lessee, including, without limitation, all communication equipment, antennas, switches, cables, wiring and associated equipment or personal property placed upon the Premises by the Lessee (collectively, "Lessee's Equipment"). Lessee's Equipment shall remain at all times the personal property of Lessee, and neither Lessor nor any person claiming by through or under Lessor shall have any right, title or interest (including without limitation, a security interest) in Lessee's Equipment. Lessee's successors shall the right to remove Lessee's Equipment at any time during the term of this Lease or its earlier termination. Lessee may not store unused equipment on the Premises.

8. Interference.

A. During the term of this Agreement, Lessee shall not interfere with the Lessor's equipment, cabling or antenna located on the Premises. Lessee warrants that

its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Lessor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Lessee further warrants that it will operate, keep and maintain the equipment and antenna at all times in compliance with applicable governmental approvals and requirements to prevent material interference with other authorized radio frequency users of the Property. Lessee further agrees to cooperate with the other authorized users of the Property to identify and eliminate interference problems, and Lessee agrees to cooperate with Lessor and such other tenant(s) and/or licensee(s) to resolve any disputes over radio frequency interference.

B. During the term of this Agreement, or subsequent Renewal Terms, Lessor shall not interfere with the Lessee's equipment, cabling or antenna located on the Premises, including the Tower.

C. Lessor shall not use, nor shall Lessor permit any other Lessee to use any portion of the Premises in any way which materially interferes with the operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Lessor shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purpose of testing. In the event any such interference does not cease promptly, Lessee

shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Agreement. Lessee shall cooperate with Lessor and with any other users of the Tower to accommodate lawful activities in and about the Premises and to prevent or eliminate such unnecessary interference.

D. Lessee shall not use any portion of the Premises in any way which materially interferes with the operations of Lessor or any other Lessee. Such interference shall be deemed a material breach by Lessee, and Lessee shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Lessee shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purpose of testing. In the event any such interference does not cease promptly, Lessor shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Agreement. Lessee shall cooperate with Lessor and with any other users of the Tower to accommodate lawful activities in and about the Premises and to prevent or eliminate such unnecessary interference.

E. Notwithstanding anything to the contrary in this paragraph, Lessor shall have the right, upon prior written notice to Lessee, to engage in maintenance, repair and replacement operations related to the Tower and the Premises. In the event that such activities may or will cause ongoing material interference with Lessee's operations,

Lessee shall have the right, until the completion of Lessor's work, to install a temporary public safety communications facility on the Premises.

9 Prohibition of Assignment. Lessee shall not, without first obtaining the written consent of the Lessor, assign in whole or in part, or sublet or any part of the towers' locations to another without first obtaining the written consent of the Lessor.

10 Other Grounds for Termination. The Lessee may terminate the lease upon ninety (90) days written notice to the Lessor. Lessor may terminate this Lease upon damage or destruction of the demised premises during the Lease term. Should the property be destroyed during the Lease term, and should the Lessor elect to reconstruct a similar improvement on the property, Lessee shall have the right to erect public safety antennas as described herein on the new improvement.

11 Effect of Failure to Insist on Strict Compliance with Conditions. The failure of either party to insist on strict performance of any covenant or condition of this Agreement, or to exercise any option contained herein, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally. Any and all amendments to this Lease shall be made in writing and agreed to by both parties.

12 Mechanics Lien. Lessee shall within thirty (30) days after notice from the Lessor discharge any mechanics liens from materials or labor claimed to have been furnished to the premises on the Lessee's behalf.

13. Notices. Any notice, demand or communication which Lessor or Lessee shall desire or be required to give pursuant to the provisions of this Lease shall be



in writing, sent by registered or certified mail; and the giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, or upon receipt if personally delivered or sent by next-business day delivery via a nationally recognized overnight courier addressed to the party intended to be given such notice at its address set forth in this Section or to such other address as such party may have designated by notice similarly given.

If to the Lessee:

DuPage Public Safety Communications  
420 N. County Farm Road  
Wheaton, Illinois 60187  
Attention: Director

With a copy to:

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

If to the Lessor:

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561  
Attention: City Administrator

With a copy to:

John B. Murphey  
Rosenthal, Murphey, Coblenz & Donahue  
30 N. LaSalle Street, Suite 1624  
Chicago, Illinois 60602

14. Lessee's Right to Inspection, Repair, and Maintenance. Lessee, or the Lessee's agents, may enter the premises at any reasonable time, upon adequate notice

to the Lessor (except that no notice need to be given in the case of an emergency) for the purpose of inspection or the making of repairs, replacements, or additions to the equipment and public safety antennas.

15. Peaceful Enjoyment. Lessee covenants that it shall maintain and conduct the activities associated with the erection and maintenance of the public safety antennas so as not to interfere with the rights of the Lessor to the peaceable and quiet enjoyment of the premises.

16. Indemnification; Insurance.

A. Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors.

B. Lessee, at its own cost and expense, will maintain commercial general liability insurance with limits of \$3,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction of property. Lessee agrees to name Lessor, its officers, agents and employees as additional Insureds. Lessee shall require that all contractors and subcontractors of Lessee maintain the same insurance with the same limits as required of the Lessee under this Agreement again with the Lessor, its officers, agents and employees being named as additional Insureds.

17. Binding Effect on Successors and Assigns. The provisions of this Lease shall apply to, bind, and inure to the benefit of the Lessor and Lessee, their respective successors, legal representatives, and assigns. It is understood that the term “Lessor” as used in this Lease means the owner, or a mortgagee in possession, so that in the event of any sale or transfer of title in the property the undersigned Lessor shall be freed and relieved of all covenants and obligations accruing under this Agreement. It shall be deemed without further agreement that any purchaser or successor in title to the current Lessor assumes the obligations and agrees to carry out any of all covenants and obligations of the Lessor under this Agreement.

IN WITNESS THEREOF, the parties have caused this Intergovernmental Agreement to be approved and executed as of the date first above written.

**DUPAGE PUBLIC SAFETY  
COMMUNICATIONS**

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

Its: \_\_\_\_\_

**CITY OF DARIEN**

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

Its: \_\_\_\_\_

ATTEST:

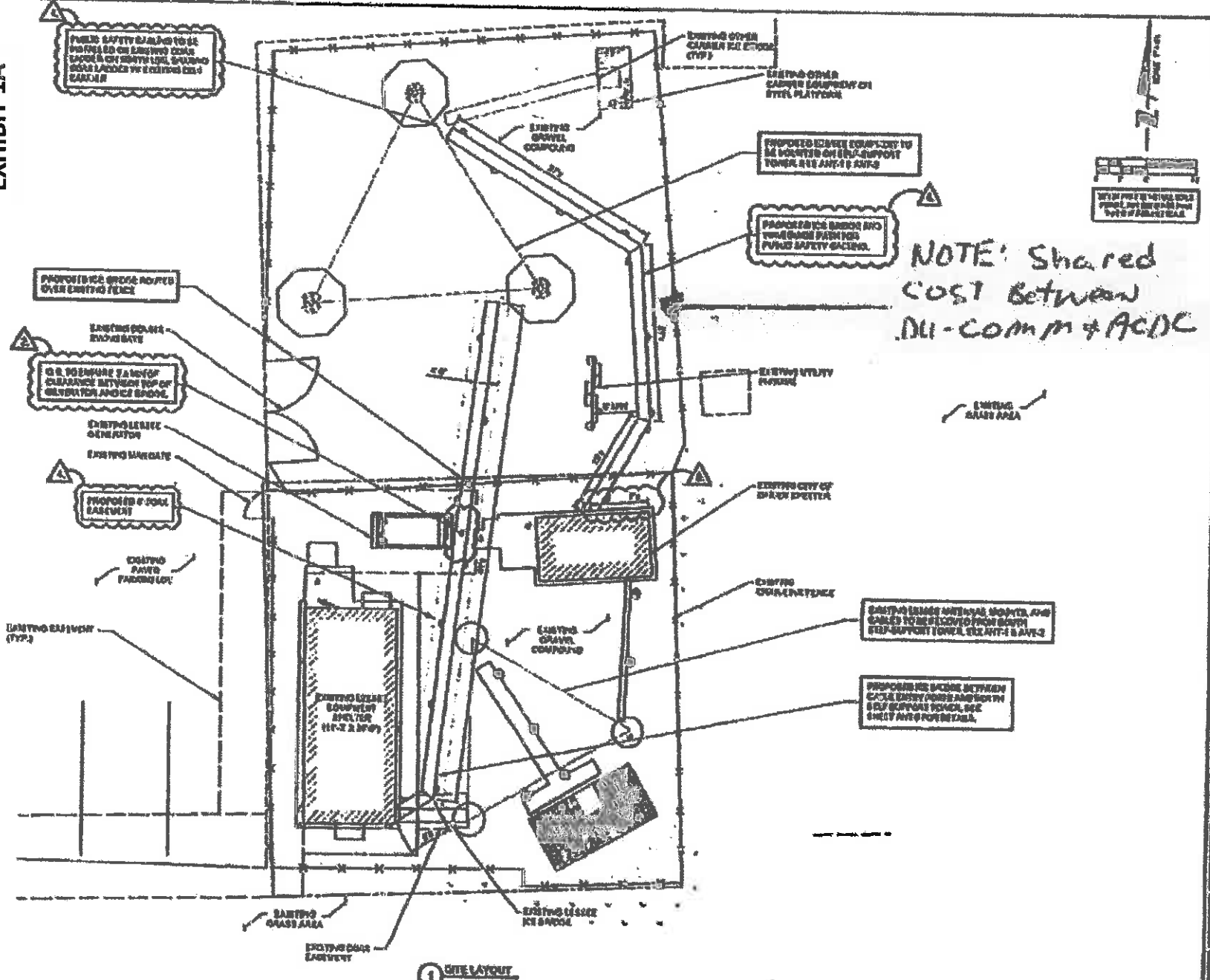
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## **EXHIBIT 1**

### **Lessee Equipment List**

Description of Improvements:

- A. Site Plan including location of communications building to be used by Lessee
- B. Floor Plan
- C. Spreadsheet showing equipment specifications
- D. Tower Map for Tower A and B.



NOTE: Shared  
COST between  
DLI - COMM & ACDC

**CHICAGO SMSA**  
Shared Partnership  
CHA 15-00012068

---

**TERESA**  
Chicago SMSA  
1500 N. MICHIGAN  
CHICAGO, IL 60611  
773.688.1111

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NO.	REVISION	DATE	BY	CHKD.	DESCRIPTION
1					
2					
3					
4					
5					
6					
7					
8					

---

LOC. # 128859

DARIEN DPW

1015 FRONTAGE RD  
DARIEN, IL 60531

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DATE	11
CHECKED BY	SM
BY	SM
PROJECT	1015

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Sheet Title  
**CITE LAYOUT**

---

Sheet Number  
**C-1**

1 SITE LAYOUT

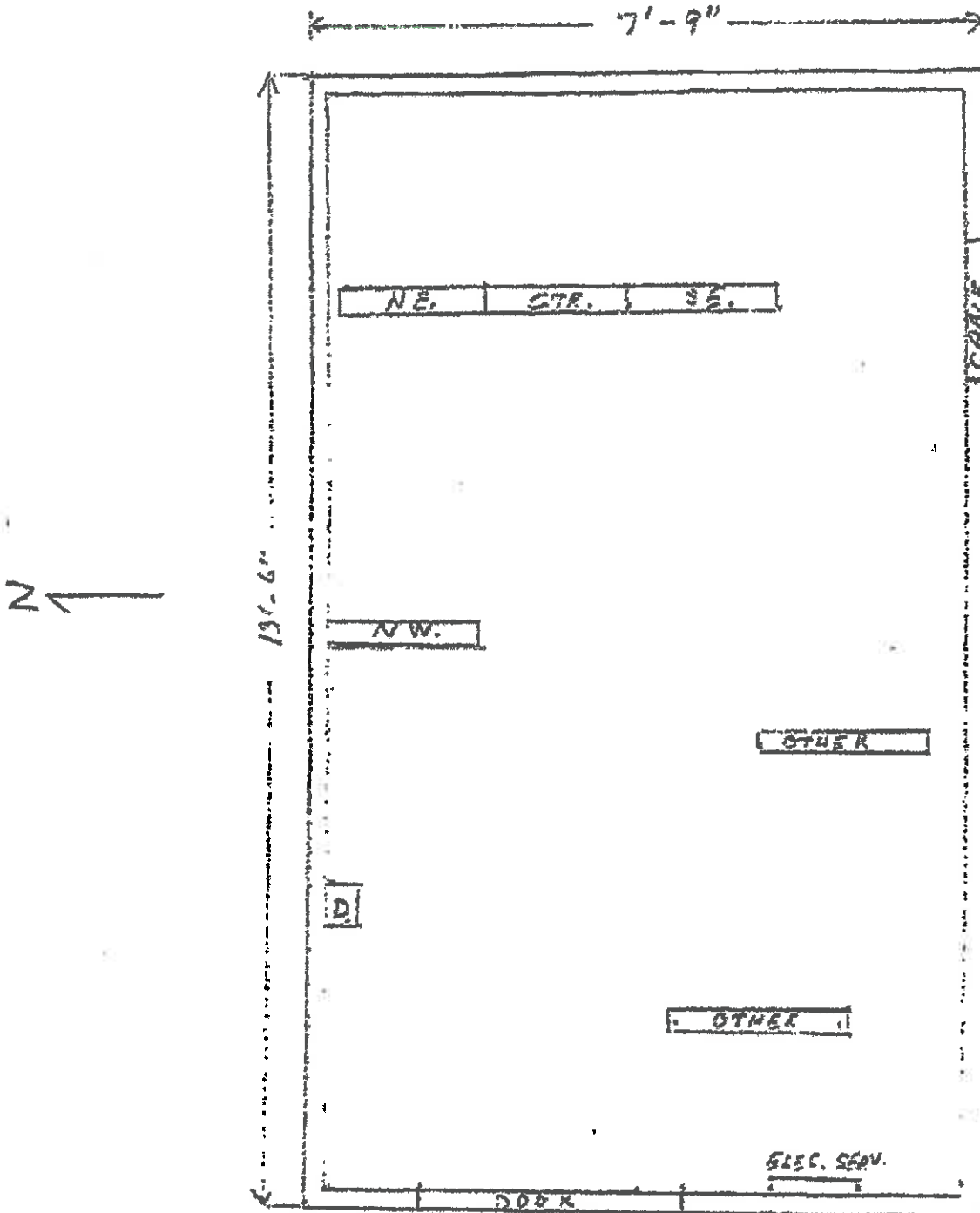
CITY OF DARIEN SHELTER

1041 S. FRONTAGE ROAD

FLOOR PLAN

10/16/18

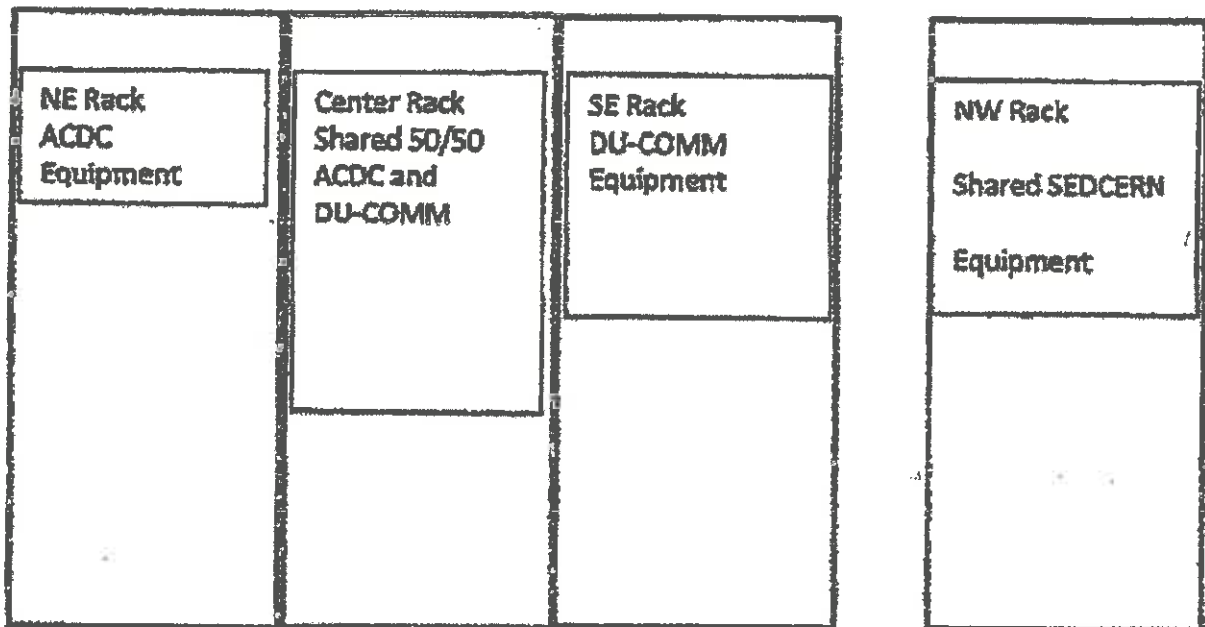
SCALE 1" = 20'



**PROPOSED ACDC LEASE AGREEMENT ATTACHMENT  
SHELTER:**

DuPage County Public Safety dispatch agencies (ACDC and DUCOMM) have four racks with equipment in the existing shelter. The allocation of space in those racks will be:

- NW rack (shared SEDCERN equipment)
- NE rack (ACDC equipment)
- SE rack (DUCOMM equipment)
- Center rack (shared equipment DU-COMM and ACDC space shared 50/50)



**Ice Bridge:**

New ice bridge will be installed from the north side of the existing shelter to the north leg of Tower B as shown in the attached drawing. Cables will be installed on the existing vertical cable ladder near the north leg. The ice bridge and cable ladder will be shared by ACDC and DUCOMM.

**Tower B:**

Antennas and microwave dishes will be installed as shown on the attached drawing. Ownership is also shown on the drawing.

EXHIBIT 1C

Exhibit 1C to MOU between DU-COMM and Darlen 01/16/19

Site	Address	Qty	Brand Model	MFR Model Part #	Description	Serial No.	Owner	DU-COMM Asset Tag #	Rack Location	Antenna	Mounting Height TWI	Leg	Usu	Cable	Cable Color	Date Installed	Date Removed	Comments
Darlen Public Works	1041 S Frontage Rd	1	SINCLAIR	RM801-104S18	MULTI-COUPLER	CC22771-1-1	DUCOMM		SE RACK							12/1/2004		
Darlen Public Works	1041 S Frontage Rd	1	MOTOROLA	CC4RFB3109A	UHF RX'ER (CHS)	TU9357	DUCOMM		SE RACK							6/1/2013		
Darlen Public Works	1041 S Frontage Rd	1	MOTOROLA	TS589A	UHF RX'ER	743CER0025	DUCOMM		SE RACK							12/1/2004		
Darlen Public Works	1041 S Frontage Rd	1	SE'S POWER WAVE	05146012-5501	UPS	TW11450023	DUCOMM		SE RACK							12/1/2004		
Darlen Public Works	1041 S Frontage Rd	1	SE'S POWER WAVE	05146012-5501	UPS	TV86SA0035	DUCOMM		SE RACK							12/1/2004		
Darlen Public Works	1041 S Frontage Rd	1	NOKIA	SAR ROUTER			DUCOMM									TBD		
Darlen Public Works	1041 S Frontage Rd	1	SELEX	RB54000K	800 MHz Base Station for PD Backup Channel	TBD	DUCOMM									TBD		
Darlen Public Works	1041 S Frontage Rd	1	EMR		800 MHz 4-port TX Combiner	TBD	DUCOMM									TBD		
Darlen Public Works	1041 S Frontage Rd	1	EMR		800 MHz 4-port RX Multi-Coupler	TBD	DUCOMM									TBD		
Darlen Public Works	1041 S Frontage Rd	1	Sinclair	SC420HF1L0FD02NUF	800 MHz TX Antenna	TBD	DUCOMM				260'					TBD		
Darlen Public Works	1041 S Frontage Rd	1	Sinclair	SC420HF1L0FD02INV	800 MHz RX Antenna	TBD	DUCOMM				260'					TBD		
Darlen Public Works	1041 S Frontage Rd	1	CommScope	VHLP9-11W-5WR/A 3' Dish	Dish to Willowbrook PD or Burr Ridge PD	TBD	DUCOMM				125'					TBD		
Darlen Public Works	1041 S Frontage Rd	1	CAMBUM	PTP650	4.9 GHz Microwave Radio inside the shelter	TBD	DUCOMM											
Darlen Public Works	1041 S Frontage Rd	1	APC	SMT1500RM2U	UPS	WS1249180474	SEDCERN		NW Rack									
Darlen Public Works	1041 S Frontage Rd	1	Duracom	DP10-LED-12	DC Dist Panel	None	SEDCERN		NW Rack									
Darlen Public Works	1041 S Frontage Rd	1	Duracom	RU2-4012-BMS	DC Power Supply	None	SEDCERN		NW Rack									
Darlen Public Works	1041 S Frontage Rd	1	Tripp Lite	ISOBAR12ULTRA	AC Power Strip	None	SEDCERN		NW Rack									
Darlen Public Works	1041 S Frontage Rd	1	Power Star	AGM100	12 VDC Battery	None	SEDCERN		NW Rack									
Darlen Public Works	1041 S Frontage Rd	1	Gates Air	Intraplex	Intraplex Mux	130520001	SEDCERN		NW Rack									
Darlen Public Works	1041 S Frontage Rd	1	Mikro Tik	493AH	Router	33BF0128F4B2/201	SEDCERN		NW Rack									
Darlen Public Works	1041 S Frontage Rd	1	Exalt	EX-s GIG	Microwave Radio	PE07135101	SEDCERN		NW Rack									
Darlen Public Works	1041 S Frontage Rd	1	Exalt	EX-s GIG	Microwave Radio	PE07135099	SEDCERN		NW Rack									
Darlen Public Works	1041 S Frontage Rd	1			60' ice Bridge from Shelter to Tower B		SEDCERN									TBD		
Darlen Public Works	1041 S Frontage Rd	1	Trimble		GPS 1		SEDCERN		Ice Bridge/Tower A				Fire SE	LMR400	Red/Org			Being removed by ACDC and not being moved to Tower B
Darlen Public Works	1041 S Frontage Rd	1	Trimble		GPS 2		SEDCERN		Ice Bridge/Tower A				Fire SE	LMR400	2 Yel/Org			Being removed by ACDC and not being moved to Tower B
Darlen Public Works	1041 S Frontage Rd	1		HP4-11RR	Dish 4'		SEDCERN		Tower A	133'			PTP 63rd St	LMR400	Org/Green			Being moved by ACDC to Tower B
Darlen Public Works	1041 S Frontage Rd	1		ANT150D3	Dipole 2 Bay		SEDCERN		Tower A	145'			Fire SE	7/8"	Blue/Org			Being removed by ACDC and not being moved to Tower B
Darlen Public Works	1041 S Frontage Rd	1		HP4-11RA	Dish 4'		SEDCERN		Tower A	205'			PTP CHWT	LMR400	Red/Org			Being moved by ACDC to Tower B
Darlen Public Works	1041 S Frontage Rd	2	SINCLAIR		Omei		DUCOMM		Tower A	250'			Police	7/8"	Black	12/1/2004		Being removed by ACDC and not being moved to Tower B
Darlen Police Department	1710 Plainfield Road Darlen, IL 60561	1	NA	NA	COMCAST BOX	NA	DUCOMM									2/14/2018		
Darlen Police Department	1710 Plainfield Road Darlen, IL 60561	1	CISCO	2811	ROUTER		DUCOMM									2/14/2018		

Note: SEDCERN equipment is jointly owned by ACDC and DUCOMM.  
 SEDCERN equipment on Tower A will be relocated to Tower B by ACDC as noted in comments.  
 \* 60' ice Bridge from Shelter to Tower B is SEDCERN Equipment





**AGENDA MEMO**  
**City Council**  
**March 4, 2019**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the disposal of surplus property.

**ORDINANCE**

**BACKGROUND/HISTORY**

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

	<b>ITEM</b>	<b>VIN/MODEL#</b>	<b>SERIAL#</b>	<b>EXPLANATION</b>
1	HP Deskjet 895CXI		CN13J1N10X	Broken
2	Gamber Johnson CF28 Mount	NPCF28	0487-C0267	Not Needed
3	Gamber Johnson CF28 Mount	NPCF28	0487-C0305	Not Needed
4	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02630	Obsolete
5	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02900	Obsolete
6	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02596	Obsolete
7	Makita Drill	6337 D	114925A	Broken
8	Polaroid Instant Camera	Sun600		Obsolete
9	MSI Netpad	MS-N031	CCAF08LP0580T2	Replaced
10	Gateway Solo 2100 Laptop w/dock		BC097200364	Obsolete
11	Motorola Desk Trak UHF Base Radio	L54SUM70D0A	154SRS6960	Obsolete
12	Motorola Radius M20 UHF Base Radio	M44GMC20A3AA	799TWG2353	Obsolete
13	NEC/Nortel Phones (X10)			Obsolete
14	Misc Computer Parts			
15	Lenova Thinkpad Laptop	T440P	PB-00RQX2	Replaced
16	Sony Digital Mavica Camera	MVC-FD95	36384	Obsolete

**COMMITTEE RECOMMENDATION**

Municipal Services Committee recommends the above be declared surplus property and auctioned using Public Surplus or disposed of.

**ALTERNATE CONSIDERATION**

As recommended by the City Council.

**DECISION MODE**

This item will be placed on the March 4, 2019 City Council Agenda for formal approval.



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

---

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

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

---

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

**THIS 4<sup>th</sup> DAY OF MARCH, 2019**

---

**Published in pamphlet form by authority of  
the Mayor and City Council of the City of  
Darien, DuPage County, Illinois, this \_\_\_\_  
day of March, 2019.**

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

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

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

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

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

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

	<b>ITEM</b>	<b>VIN/MODEL#</b>	<b>SERIAL#</b>	<b>EXPLANATION</b>
1	HP Deskjet 895CXI		CN13J1N10X	Broken
2	Gamber Johnson CF28 Mount	NPCF28	0487-C0267	Not Needed
3	Gamber Johnson CF28 Mount	NPCF28	0487-C0305	Not Needed
4	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02630	Obsolete
5	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02900	Obsolete
6	Panasonic CF28 Laptop	CF-28TPTJAZQMBKB	2JKYC02596	Obsolete
7	Makita Drill	6337 D	114925A	Broken
8	Polaroid Instant Camera	Sun600		Obsolete
9	MSI Netpad	MS-N031	CCAF08LP0580T2	Replaced
10	Gateway Solo 2100 Laptop w/dock		BC097200364	Obsolete
11	Motorola Desk Trak UHF Base Radio	L54SUM70D0A	154SRS6960	Obsolete
12	Motorola Radius M20 UHF Base Radio	M44GMC20A3AA	799TWG2353	Obsolete
13	NEC/Nortel Phones (X10)			Obsolete
14	Misc Computer Parts			
15	Lenova Thinkpad Laptop	T440P	PB-00RQX2	Replaced
16	Sony Digital Mavica Camera	MVC-FD95	36384	Obsolete

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

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

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

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4<sup>th</sup> day of March, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4<sup>th</sup> day of March, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**March 4, 2019**

**ISSUE STATEMENT**

Preliminary approval of a [resolution](#) for the 2019 Street Maintenance contract with Brothers Asphalt Paving, Inc., as per the following schedule of pricing:

Base Bid -	\$1,413,669.00
Alternate 1-Summit Rd	\$ 93,892.40
<u>Alternate 2-Patching</u>	<u>\$ 58,500.00</u>
Total Cost	\$1,566,061.40

**The proposed contract is subject to the FY19-20 Budget approval.**

**BACKGROUND/HISTORY**

The City’s 2019 Street Maintenance Program proposed 5.1 miles. Typically, the annual program averages approximately 5 miles per year. In anticipation of price increases, staff listed one alternate roadway for resurfacing within the bid packet. Staff is proposing the following program for this year and includes 4.88 miles:

**Base Bid** - Includes the proposed schedule as listed above “2019 Road Resurfacing Program”  
 \$1,413,669.00

**2019 Road Program Schedule**

<b>STREET</b>	<b>RATING</b>	<b>SUBDIVISION</b>	<b>LIMITS</b>	<b>ROAD LENGTH (linear ft.)</b>	<b>PREVIOUS RESURFACING</b>
Dale Road	66	Marion Hills North	67 <sup>th</sup> St - 68 <sup>th</sup> St	860	2003
Clarendon Hills Rd	67	67th -75th	67 <sup>th</sup> St - 75 <sup>th</sup> St	5300	2001
Eleanor Place	65	Marion Hills South	Janet Ave – Plainfield Rd	700	2004
71st Street	64	Hinsbrook	Clarendon Hills Rd – Cass Ave	5280	2002
Beechnut Lane	65	Hinsbrook	Hinsbrook Ave – Belair Dr	1750	2006
Tennessee Avenue	67	Plainfield Highlands	Plainfield Rd - 72 <sup>nd</sup> St	980	2007
Walnut Dr	67	Farmingdale Terrace West	Warwick Ave – Farmingdale Dr	2300	2006
Park Ave	65	Farmingdale Unit 5 - 9	75 <sup>th</sup> St – 73 <sup>rd</sup> St	1200	2005
Shelley Ct	65	Farmingdale Unit 5 - 9	Park Ave – Limit	450	2005
Carrol Ct	65	Farmingdale Unit 5 - 9	Park Ave - Limit	450	2005
77th St	65	Brookhaven #2	Knottingham Ln – Williams St	420	2000
Hawthorne Pl	65	Brookhaven #2	Plainfield Rd – Williams St	330	2005
Stevens St	65	Brookhaven #2	Plainfield Rd – Williams St	540	2005
Parkview Dr	66	Farmingdale Village	Beller Dr - 83 <sup>rd</sup> St	1310	2003
Hillside Ct	65	Farmingdale Village	Hillside Rd - Limit	300	2006
Ripple Ridge Dr. CDS	65	Hidden Lakes	Ripple Ridge Dr - Limit	400	2004
Spring Ct	65	Hidden Lakes	Ripple Ridge Dr - Limit	300	2004
Pine Parkway	67	Pine Parkway	Plainfield Rd - Limit	1800	2007
<b>Summit Rd - Alternate</b>	<b>67</b>	<b>Farmingdale Unit 5 - 9</b>	<b>71st St – Clemens Rd</b>	<b>2240</b>	<b>2006</b>
<b>LINEAR FEET</b>				<b>26,910.0</b>	
<b>MILES</b>				<b>5.1</b>	

2019 Street Maintenance Program

March 4, 2019

Page 2

**Alternate 1** - Summit Rd \$93,892.40 – Includes grinding and overlay/resurfacing.

**Alternate 2** - Patching \$58,500.00 – Includes the removal and replacement of road base throughout the City due to failing base.

*The bid tabulations included two (2) Alternates and are broken down below.*

**Alternate 1 – Summit Road** **\$ 93,892.40**

**Alternate 2 – Patching-1500 Square Yards** **\$ 58,500.00**

Sealed bids were opened on Wednesday, January 30, 2019. A summary of the nine (9) bids received is attached and labeled as [Attachment A](#). Brothers Asphalt Paving, Inc. provided the lowest responsive base bid and Alternates 1 and 2. Christopher B. Burke Engineering contacted two references which highly recommend Brothers Asphalt Paving, Inc. See [Attachment B](#).

The proposed 2019 Road Program would be funded from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19-20 BUDGET	PROPOSED EXPENDITURE
25-35-4855	STREET RECONSTRUCTION/REHAB- 2019 City Road Maintenance Program	\$ 1,413,669.00	\$ 1,413,669.00
	Alternate 1 – Summit Road	\$ 93,892.40	\$ 93,892.40
	Alternate 2 – Patching	\$ 58,500.00	\$ 58,500.00
	<b>TOTAL COSTS</b>		\$ 1,566,061.40

**STAFF RECOMMENDATION**

Pending funding for the program, Christopher B. Burke Engineering and the Municipal Services Committee recommend awarding the base bid and Alternate 1 and 2 to Brothers Asphalt Paving Inc. for the 2019 Road Maintenance Contract in the amount of \$1,566,061.40.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on a future City Council agenda for formal approval.

ENGINEERING, LTD.

CITY OF DARIEN  
2019 ROAD PROGRAM  
(CBBEL PROJECT NO. 18-0527)  
BID TABULATION  
DATE: January 30, 2019

Main bid tabulation table with columns for ENGINEER'S ESTIMATE, BROTHERS ASPHALT PAVING, INC., LINDAHL BROTHERS, INC., BUILDERS PAVING, SCHROEDER ASPHALT SERVICES, INC., K-FIVE CONSTRUCTION CORP., M&J ASPHALT PAVING COMPANY, INC., A LAMP CONCRETE CONTRACTORS, INC., and R.W. DUNTEMAN CO. Includes item descriptions like BITUMINOUS MATERIALS, POLYMERIZED LEVELING BINDER, and THERMOPLASTIC PAVEMENT MARKING.

\*INDICATES SPECIAL PROVISION

ALTERNATE 1 - SUMMIT ROAD bid tabulation table, similar structure to the main table, including items like BITUMINOUS MATERIALS and POLYMERIZED LEVELING BINDER.

\*INDICATES SPECIAL PROVISION

ALTERNATE 2 - MISCELLANEOUS PATCHING bid tabulation table, including items like CLASS D PATCHES.

\*INDICATES SPECIAL PROVISION

DENOTES ERROR



MEMO

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

February 1, 2019

City of Darien City Hall  
1702 Plainfield Rd  
Darien, IL 60561

Attention: Dan Gombac

Subject: City of Darien - 2019 Road Program  
(CBEL Project No. 18-0527)

Dear Dan:

On Wednesday, January 30<sup>th</sup>, 2019 at 9:30 a.m., bids were received at the City of Darien City Hall for the 2019 Road Program. There were nine (9) bids received for this project. Below is our engineer's estimate and bid results. I have attached the complete bid results separately. The low bid is in bold.

Company Name	Base Bid	Alternate 1 Bid - As Read	Alternate 1 Bid - As Corrected	Alternate 2 Bid	Bid Bond
Engineer's Estimate	\$1,670,593.50	\$105,427.00	-	\$67,500.00	✓
<b>BROTHERS ASPHALT PAVING, INC.</b>	<b>\$1,413,669.00</b>	<b>\$93,892.40</b>	-	<b>\$58,500.00</b>	✓
LINDAHL BROTHERS, INC.	\$1,442,367.30	\$94,346.60	-	\$68,250.00	✓
BUILDERS PAVING	\$1,498,989.30	\$111,446.60	-	\$87,000.00	✓
SCHROEDER ASPHALT SERVICES, INC.	\$1,511,074.70	\$97,140.60	-	\$75,000.00	✓
K-FIVE CONSTRUCTION CORP.	\$1,524,239.30	\$102,070.60	-	\$87,975.00	✓
M&J ASPHALT PAVING COMPANY, INC.	\$1,548,942.20	\$100,098.60	-	\$87,750.00	✓
A LAMP CONCRETE CONTRACTORS, INC.	\$1,559,237.50	\$102,840.60	\$102,850.60	\$84,000.00	✓
R.W. DUNTEMAN CO.	\$1,732,532.55	\$106,629.00	-	\$99,870.00	✓

\*JOHNSON PAVING'S BID HAS BEEN REJECTED DUE TO HAVING AN INCOMPLETE SCHEDULE OF PRICES.

It is our understanding the City Staff will determine the award of the base bid and any alternates to Brothers Asphalt Paving, Inc. Please note that Brothers Asphalt Paving, Inc. was the low qualified bidder for the base bid and alternate bids of \$1,566,061.40. CBBEL has called two references which highly recommend Brothers Asphalt Paving, Inc. and CBBEL believes their bid to be in order. Therefore, the City suggests accepting Brothers Asphalt Paving, Inc.'s bid as determined by Staff.

Enclosed for your review are the reviewed bid tabulations and phone logs. If you have any other questions, please do not hesitate to contact me.

Sincerely,

Lee M. Fell, PE  
Assistant Department Head – Civil Engineering Design



## PHONE CONVERSATION LOG

DATE: February 4, 2019

PERSON (Contacted/Calling): John Dusza

AFFILIATION: Winfield Road District

PHONE NUMBER: 630-231-8850

CBBEL REPRESENTATIVE: Jeff E. Househ, ET

PROJECT NAME/NUMBER: Darien 2019 Road Program

### NOTES:

**What was your title or role on this project (2018 Road Maintenance)?**

Highway Commissioner

**Was the contractor the General Contractor or a Subcontractor?**

General Contractor

**What was the type of work and approximate cost?**

- Resurfacing, sidewalk and curb spot repairs, all necessary restoration.
- \$1,008,276.19

**Was the job completed on time and within budget?**

- Yes
- Yes

**Were there any change orders? If yes, for what?**

- No

**Were you satisfied with the quality of work performed?**

- Yes

**Were they easy to work with? Would you recommend using them?**

- Yes
- Yes

N:\DARIEN\180527\Admin\Reference Phone Check\_John Dusza.docx



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



## PHONE CONVERSATION LOG

DATE: February 4, 2019

PERSON (Contacted/Calling): Mike Kozar

AFFILIATION: Village of Bartlett

PHONE NUMBER: 630-837-0811

CBBEL REPRESENTATIVE: Jeff E. Househ, ET

PROJECT NAME/NUMBER: Darien 2019 Road Program

### NOTES:

**What was your title or role on this project (2018 MFT Various Streets)?**

Project Manager

**Was the contractor the General Contractor or a Subcontractor?**

General Contractor

**What was the type of work and approximate cost?**

- Resurfacing, sidewalk and curb spot repairs, all necessary restoration.
- \$1,009,315.86

**Was the job completed on time and within budget?**

- Yes
- Yes, under budget.

**Were there any change orders? If yes, for what?**

- No

**Were you satisfied with the quality of work performed?**

- Yes

**Were they easy to work with? Would you recommend using them?**

- Yes
- Yes

N:\DARIEN\180527\Admin\Reference Phone Check\_Mike Kozar.docx



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2019 STREET MAINTENANCE PROJECT BETWEEN THE CITY OF DARIEN AND BROTHERS ASPHALT PAVING, INC. THE FOLLOWING SCHEDULE OF PRICING: BASE BID - \$1,413,669.00; ALTERNATE 1 – SUMMIT ROAD - \$93,892.40; ALTERNATE 2 – PATCHING - \$58,500.00; FOR A TOTAL OF \$1,566,061.40**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract for the 2019 Street Maintenance Program, between the City of Darien and Brothers Asphalt Paving, Inc., including the Base Bid in the amount of \$1,413,669.00 Alternate 1 – Summit Road - \$93,892.40 and Alternate 2 - Patching \$58,500.00 for a total of \$1,566,061.40, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4<sup>th</sup> day of March, 2019.**

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 4<sup>th</sup> day of March, 2019.**

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

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

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
CITY ATTORNEY



County DuPage  
 Local Public Agency City of Darien  
 Section Number ---  
 Route Various

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
 Month and Year  
 between the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Darien  
 acting by and through its \_\_\_\_\_ Mayor and Council of Aldermen \_\_\_\_\_ known as the party of the first part, and  
 \_\_\_\_\_ his/their executors, administrators, successors or assigns,  
 known as the party of the second part.

2. Witnesseth: That for and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for \_\_\_\_\_ 2019 Road Program \_\_\_\_\_, in \_\_\_\_\_ City of Darien \_\_\_\_\_ are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

Attest: \_\_\_\_\_ Clerk  
 The \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Darien  
 By \_\_\_\_\_  
 Party of the First Part

(Seal)

*(If a Corporation)*

Corporate Name \_\_\_\_\_

By \_\_\_\_\_  
 President \_\_\_\_\_ Party of the Second Part

*(If a Co-Partnership)*

Attest: \_\_\_\_\_  
 Secretary

Partners doing Business under the firm name of

Party of the Second Part

*(If an individual)*

Party of the Second Part



Contract Bond

Route ---
County DuPage
Local Agency City of Darien
Section ---

We, \_\_\_\_\_

a/an) [ ] Individual [ ] Co-partnership [X] Corporation organized under the laws of the State of Illinois,
as PRINCIPAL, and \_\_\_\_\_

as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of \_\_\_\_\_

Dollars ( \_\_\_\_\_ ), lawful money of the

United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019

**PRINCIPAL**

\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
(Signature & Title)  
Attest: \_\_\_\_\_  
(Signature & Title)

\_\_\_\_\_  
(Company Name)  
By: \_\_\_\_\_  
(Signature & Title)  
Attest: \_\_\_\_\_  
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,  
COUNTY OF \_\_\_\_\_  
I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019

My commission expires \_\_\_\_\_ Notary Public (SEAL)

**SURETY**

\_\_\_\_\_  
(Name of Surety)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS, (SEAL)  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2019

My commission expires \_\_\_\_\_ Notary Public (SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019

Attest:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
City of Darien  
(Awarding Authority)  
\_\_\_\_\_  
(Chairman/Mayor/President)

RETURN WITH BID

PROPOSAL

County DuPage  
Local Public Agency City of Darien  
Section Number ---  
Route ---

1. Proposal of Brothers Asphalt Paving, Inc

for the improvement of the above section by the construction of Hot-mix asphalt surface removal, polymerized leveling binder, surface course, pavement markings, and patching, all as further described in the contract documents for the said work prepared by Christopher B. Burke Engineering, Ltd. (CBBEL)

a total distance of 24,715 feet, of which a distance of 24,715 feet, ( 4.88 miles) are to be improved.

2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 35 working days, unless additional time is granted in accordance with the specifications.

6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12250 or a proposal guaranty check, complying with the specifications, made payable to:

City of Darien Clerks Office

The amount of the check is Five Percent ( 5% of bid amount ).

7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: \_\_\_\_\_

8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.

11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.

12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200e, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.



RETURN WITH BID

SCHEDULE OF PRICES

County DuPage  
 Local Public Agency City of Darien  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total
	N/A	

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for BASE BID	Bidder's Proposal for Making Entire Improvements	\$1,413,669.00
--------------------------------	--	----------------

Bidder's Proposal for BASE BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
40600276	BITUMINOUS MATERIALS (PRIME COAT)	POUND	92760	\$ 0.20	\$ 18,746.00
40600525	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	4450	\$ 85.00	\$ 378,250.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	8850	\$ 74.58	\$ 660,033.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	94620	\$ 1.95	\$ 184,509.00
48101200	AGGREGATE SHOULDERS, TYPE B	TON	450	\$ 30.00	\$ 13,500.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	10000	\$ 1.13	\$ 11,300.00
70800150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	10000	\$ 0.10	\$ 1,000.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	280	\$ 3.86	\$ 965.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	12000	\$ 0.56	\$ 6,720.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	1000	\$ 0.72	\$ 720.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	700	\$ 1.44	\$ 1,008.00
78000850	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	60	\$ 4.12	\$ 247.20
85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	2	\$ 2,163.00	\$ 4,326.00
88800600	DETECTOR LOOP REPLACEMENT	FOOT	760	\$ 16.48	\$ 12,524.80
*XX002258	STRUCTURES TO BE ADJUSTED	EACH	11	\$ 420.00	\$ 4,620.00
*XX006992	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	3840	\$ 30.00	\$ 115,200.00
Bidder's Proposal for BASE BID					\$ 1,413,669.00

**RETURN WITH BID**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency City of Danien  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for ALTERNATE 1 BID - SUMMIT ROAD					
Bidder's Proposal for ALTERNATE 1 BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
40600275	BITUMINOUS MATERIALS (PRIME COAT)	PCUND	6860	\$ 0.20	\$ 1,332.00
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	320	\$ 85.00	\$ 27,200.00
40609335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N60	TON	630	\$ 73.00	\$ 45,990.00
44000157	HOT MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	6720	\$ 2.07	\$ 13,910.40
*XX006382	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	140	\$ 39.00	\$ 5,460.00
Bidder's Proposal for ALTERNATE 1 BID					\$ 93,892.40

**RETURN WITH BID**

**SCHEDULE OF PRICES**

County DuPage  
 Local Public Agency City of Darien  
 Section \_\_\_\_\_  
 Route \_\_\_\_\_

**Schedule for Multiple Bids**

Combination Letter	Sections Included in Combinations	Total

**Schedule for Single Bid**  
 (For complete information covering these items, see plans and specifications)

Bidder's Proposal for Making Entire Improvements					
Bidder's Proposal for ALTERNATE 2 BID - MISCELLANEOUS PATCHING					
Bidder's Proposal for ALTERNATE 2 BID					
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	1500	\$ 39.00	\$ 58,500.00
Bidder's Proposal for ALTERNATE 2 BID					\$ 58,500.00

RETURN WITH BID

SIGNATURES

County DuPage  
Local Public Agency City of Darien  
Section Number --  
Route ---

(if an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

(if a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_  
\_\_\_\_\_

Insert Names and Addressed of All Partners

} \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if a corporation)

Corporate Name Brothers Asphalt Paving, Inc

Signed By   
President

Business Address 315 S. Stewart Ave. Addison, IL. 60101  
\_\_\_\_\_

Insert Names of Officers

} President Natalia Colella

Secretary Nick Colella

Treasurer Natalia Colella

Attest:

  
Secretary

RETURN WITH BID



Affidavit of Illinois Business Office

County DuPage
Local Public Agency City of Darien
Section Number --
Route --

State of Illinois )
) ss.
County of DuPage )

I, Natalia Colella of Addison, Illinois,
(Name of Affiant) (City of Affiant) (State of Affiant)

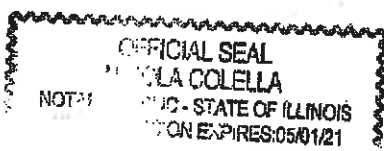
being first duly sworn upon oath, states as follows:

- 1. That I am the President of Brothers Asphalt Paving, Inc.
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Brothers Asphalt Paving, Inc. will maintain a
(bidder)
business office in the State of Illinois which will be located in DuPage County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the
construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois
Procurement Code.

[Handwritten Signature]
(Signature)
Natalia Colella
(Print Name of Affiant)

This instrument was acknowledged before me on 30th day of January, 2019

(SEAL)



[Handwritten Signature]
(Signature of Notary Public)

**2019 ROAD PROGRAM - BASE BID**

STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
Dale Road	67 <sup>th</sup> Street - 69 <sup>th</sup> Street	850	18	1,700	2" MILLING	
Clarendon Hills Road	67 <sup>th</sup> Street - 75 <sup>th</sup> Street	5900	41	24,144	2" MILLING	✓
Eleanor Place	Janet Avenue - Plainfield Road	700	21	1,833	2" MILLING	
71 <sup>st</sup> Street	Clarendon Hills Road - Cass Avenue	5280	36	20,593	2" MILLING	✓
Beechout Lane	Winbrook Avenue - Belair Drive	1775	26	5,128	2" MILLING	✓
Tennessee Avenue	Plainfield Road - 72 <sup>nd</sup> Street	980	21	2,287	2" MILLING	
Walnut Drive	Warwick Avenue - Farmingdale Drive	2300	27	8,900	2" MILLING	
Park Avenue	75 <sup>th</sup> Street - 79 <sup>th</sup> Street	1200	28	3,467	2" MILLING	✓
Shelley Court	Park Avenue - Limit	450	24	1,200	2" MILLING	✓
Canol Court	Park Avenue - Limit	450	25	1,260	2" MILLING	✓
77 <sup>th</sup> Street	Knottingham Lane - Williams Street	450	27	1,350	2" MILLING	✓
Hawthorne Place	Stevens Street - Williams Street	890	23	843	2" MILLING	✓
Stevens Street	Plainfield Road - Hawthorne Place	540	24	1,440	2" MILLING	✓
Parkview Drive	Baller Drive - 83 <sup>rd</sup> Street	1910	30	4,967	2" MILLING	✓
Hillside Court	Hillside Lane - Limit	800	28	933	2" MILLING	✓
Ripple Ridge Cove	Ripple Ridge Drive - Limit	400	37	1,844	2" MILLING	✓
Spring Court	Ripple Ridge Drive - Limit	300	36	1,200	2" MILLING	✓
Pine Parkway	Plainfield Road - Limit	1800	35	7,000	2" MILLING	✓
TOTAL =		24,718		87,020		

**2019 ROAD PROGRAM - ALTERNATE 1 BID**

STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
Summit Road	71st Street - Clemens Road	2240	27	6,720	2" MILLING	✓
TOTAL =		2,240		6,720		

**2019 ROAD PROGRAM - ALTERNATE 2 BID**

STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	CURB AND GUTTER
Miscellaneous Patching	Various Streets	N/A	N/A	1,600	CLASS D PATCHES	
TOTAL =		0		1,600		

**Start Date**

No work shall begin before May 15, 2019 without City approval.

**Completion Date**

All work shall be completed within 35 working days from the start date including all punch list items.

**Rejection of Bids**

The Village reserves the right to defer the award of the contract for a period not to exceed ninety (90) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

**Basis of Award**

The City will choose the "low bidder" based upon City's budget, and the total for the Base Bid and any combination of Alternate Bids. The City may also delete streets from the Bid with no adjustment to unit prices.

**AGENDA MEMO**  
**City Council**  
**March 4, 2019**

**ISSUE STATEMENT**

A [resolution](#) authorizing the Mayor to execute a contract extension with Rag's Electric, Inc., for the 2019/20 Street Light Maintenance Contract beginning May 1, 2019 through April 30, 2020.

**BACKGROUND/HISTORY**

On March 7, 2018 staff had received four (4) sealed bids for the 2019/20 Street Light Maintenance Contract. Attached, please find the bid tabulation, labeled as [Attachment A](#), for costs to repair street lights, hourly rates for labor, equipment, and lamp costs. The attached tabulation also includes a pricing schedule for two additional option years. The proposed contract extension would be the first extension, year two (2) of a three (3) year contract.

Below, please find a summary of the items within the proposed contract and attached please find [Attachment B](#)-labeled as Proposed Cost Estimates for 2019/20.

**Item 1A-Cost to Repair Street Light** - This item requires the vendor to repair the street light at a specified unit cost. The repair would include equipment labor and the LED fixture.

**Item 1B-Cost to Repair Ballast** - This item requires the vendor to repair the ballast at a specified unit cost. The repair would include equipment labor and the ballast.

**Item 1C-Cost to Repair Fuse Kit** - This item requires the vendor to repair the fuse kit at a specified unit cost. The repair would include equipment labor and the fuse kit.

**Item 2-Hourly Rate for Labor and Equipment** - This item requires the vendor to provide unit costs on an hourly basis for labor and equipment. Such items would include a light pole knock down, identifying a ground fault or any other extraordinary mishaps.

**Items 3-Lamp Charges** -This item requires the vendor to provide unit pricing for various LED lamps to re-lamp a light pole(s) to a specified wattage. These items would be utilized if it was determined that an increased or reduced wattage light bulb would better serve an intersection or residence.

**Option 4a-Aluminum Pole-Option 4b-Concrete Pole-Option 5-Uniduct-Option 6-Straightening Concrete Poles**

Occasionally the City of Darien receives petitioned requests for the installation of aluminum and concrete street lights. The light pole installation will be subject to an additional cost for Uniduct wiring, at a per a lineal foot unit price installed.

The Street Light Contract was further bid for 2 additional option years, 2019/20 and 2020/21. Upon performance review, an extension would be entertained at a future date for City Council approval.

Street Light Maintenance

March 4, 2019

Page 2

The 2019/20 Budget calls out for the funding for the Street Light Program from the following line items:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 19/20 BUDGET	PROPOSED EXPENDITURE
01-30-4359	STREET LIGHT OPERATION & MAINTENANCE	\$ 35,000	\$ 35,000
01-30-4359	STREET LIGHT INSTALLATION	\$ 8,000	\$ 8,000
	TOTAL	\$ 43,000	\$ 43,000

**COMMITTEE RECOMMENDATION**

Municipal Services Committee recommends approval of the contract extension through the attached resolution. The vendor has provided quality service to the City since 2012 and accepts the extension. See [Attachment C](#).

**ALTERNATE CONSIDERATION**

Not approving the street light maintenance contract.

**DECISION MODE**

This item will be placed on the agenda for formal consideration at the March 4, 2019 City Council meeting.





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

SEALED BID: 2018-2020 Street Light Maintenance

OPENING DATE/TIME: March 7, 2018 @ 10:00 a.m.

		<b>Rag's Electric, Inc.</b>	<b>Rag's Electric, Inc.</b>	Lyons Electric Company, Inc.	Meade, Inc	H & H Electric Co.				
			<b>renegotiated</b>							
ITEM	DESCRIPTION									
	Part A - 2018	\$ 41,761.00	\$ 40,411.00	\$ 70,165.00	\$ 49,070.43	\$ 43,619.23				
	Part B - 2018	\$ 713.00	\$ 713.00	\$ 1,146.00	\$ 953.14	\$ 880.73				
	<b>Total 2018</b>	<b>\$ 42,474.00</b>	<b>\$ 41,124.00</b>	<b>\$ 71,311.00</b>	<b>\$ 50,023.57</b>	<b>\$ 44,499.96</b>				
	Part A - 2019	\$ 42,969.00	\$ 41,219.00	\$ 72,367.00	\$ 51,031.92	\$ 43,619.23				
	Part B - 2019	\$ 726.00	\$ 726.00	\$ 1,186.00	\$ 991.26	\$ 880.73				
	<b>Total 2019</b>	<b>\$ 43,695.00</b>	<b>\$ 41,945.00</b>	<b>\$ 73,553.00</b>	<b>\$ 52,023.18</b>	<b>\$ 44,499.96</b>				
	Part A - 2020	\$ 44,079.00	\$ 41,929.00	\$ 74,598.00	\$ 53,073.70	\$ 43,619.23				
	Part B - 2020	\$ 741.00	\$ 741.00	\$ 1,231.00	\$ 1,030.89	\$ 880.73				
	<b>Total 2020</b>	<b>\$ 44,820.00</b>	<b>\$ 42,670.00</b>	<b>\$ 75,829.00</b>	<b>\$ 54,104.59</b>	<b>\$ 44,499.96</b>				
<b>Total</b>		<b>\$ 130,989.00</b>	<b>\$ 125,739.00</b>	<b>\$ 220,693.00</b>	<b>\$ 156,151.34</b>	<b>\$ 133,499.88</b>				

## BID TALLY

Company Name	Year	Street Light Repair Total Item 1	Hourly Labor Rate Ranking Item 2	Lamp Charges Item 3a,b,c,d,e,	Option 4a Aluminum Pole	Option 4a Aluminum Pole renegotiated	Option 4b Concrete Pole	Option 5 Cost for Uniduct	Option 5 Cost for Uniduct renegotiated	Option 6 Straighten Concrete Poles	Total Unit Costs
H & H Electric, Co.	2018	\$ 453.20	\$ 559.23	\$ 2,281.40	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 10,363.43
	2019	\$ 453.20	\$ 559.23	\$ 2,281.40	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 10,363.43
	2020	\$ 453.20	\$ 559.23	\$ 2,281.40	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 10,363.43
Meade, Inc.	2018	\$ 523.08	\$ 680.05	\$ 2,045.70	\$ 2,201.21		\$ 3,717.03	\$ 19.37		\$ 864.54	\$ 10,050.98
	2019	\$ 544.00	\$ 707.25	\$ 2,127.53	\$ 2,289.26		\$ 3,865.71	\$ 20.14		\$ 899.12	\$ 10,453.01
	2020	\$ 565.76	\$ 735.53	\$ 2,212.63	\$ 2,380.83		\$ 4,020.34	\$ 20.95		\$ 935.08	\$ 10,871.12
Lyon's Electric Co., Inc.	2018	\$ 885.00	\$ 710.00	\$ 2,255.00	\$ 4,500.00		\$ 4,650.00	\$ 20.00		\$ 600.00	\$ 13,620.00
	2019	\$ 912.00	\$ 733.00	\$ 2,324.00	\$ 4,635.00		\$ 4,790.00	\$ 21.00		\$ 618.00	\$ 14,033.00
	2020	\$ 939.00	\$ 758.00	\$ 2,394.00	\$ 4,774.00		\$ 4,934.00	\$ 22.00		\$ 637.00	\$ 14,458.00
Rag's Electric, Inc.	2018	\$ 420.00	\$ 441.00	\$ 2,020.00	\$ 3,500.00	\$ 3,000.00	\$ 3,700.00	\$ 12.00	\$ 10.25	\$ 130.00	\$ 9,721.25
	2019	\$ 430.00	\$ 449.00	\$ 2,020.00	\$ 3,600.00	\$ 3,000.00	\$ 3,800.00	\$ 13.00	\$ 10.25	\$ 130.00	\$ 9,839.25
	2020	\$ 435.00	\$ 459.00	\$ 2,020.00	\$ 3,700.00	\$ 3,000.00	\$ 3,900.00	\$ 14.00	\$ 10.25	\$ 130.00	\$ 9,954.25

## COST TO REPAIR STREET LIGHT OUTAGE

<b>2018 PRICING</b>	
	Item 1
Company Name	Cost of Street Light Repair
H & H Electric Co	\$ 453.20
<b>Rag's Electric, Inc.</b>	<b>\$ 420.00</b>
Meade, Inc.	\$ 523.08
Lyons Electric Co. Inc.	\$ 885.00
<b>2019 PRICING</b>	
	Cost of Street Light Repair
Company Name	Cost of Street Light Repair
H & H Electric Co	\$ 453.20
<b>Rag's Electric, Inc.</b>	<b>\$ 430.00</b>
Meade, Inc.	\$ 544.00
Lyons Electric Co. Inc.	\$ 912.00
<b>2020 PRICING</b>	
	Cost of Street Light Repair
Company Name	Cost of Street Light Repair
H & H Electric Co	\$ 453.20
<b>Rag's Electric, Inc.</b>	<b>\$ 435.00</b>
Meade, Inc.	\$ 565.76
Lyons Electric Co. Inc.	\$ 939.00

## HOURLY RATES

# 2018 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 116.30	\$ 174.50	\$ 87.30	\$ 130.90	\$ 50.20	\$ 0.01	\$ 0.01	\$ 0.01	\$ 559.23
Meade, Inc.	\$ 120.78	\$ 178.70	\$ 94.22	\$ 139.35	\$ 39.00	\$ 46.00	\$ 20.00	\$ 42.00	\$ 680.05
Lyons Electric Co., Inc.	\$ 119.00	\$ 173.00	\$ 99.00	\$ 144.00	\$ 55.00	\$ 45.00	\$ 25.00	\$ 50.00	\$ 710.00
Rag's Electric, Inc.	\$ 110.00	\$ 145.00	\$ 65.00	\$ 85.00	\$ 25.00	\$ 3.00	\$ 5.00	\$ 3.00	\$ 441.00

# 2019 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 116.30	\$ 174.50	\$ 87.30	\$ 130.90	\$ 50.20	\$ 0.01	\$ 0.01	\$ 0.01	\$ 559.23
Meade, Inc.	\$ 125.61	\$ 185.85	\$ 97.99	\$ 144.92	\$ 40.56	\$ 47.84	\$ 20.80	\$ 43.68	\$ 707.25
Lyons Electric Co., Inc.	\$ 123.00	\$ 178.00	\$ 102.00	\$ 148.00	\$ 57.00	\$ 47.00	\$ 26.00	\$ 52.00	\$ 733.00
Rag's Electric, Inc.	\$ 112.00	\$ 147.00	\$ 67.00	\$ 87.00	\$ 25.00	\$ 3.00	\$ 5.00	\$ 3.00	\$ 449.00

# 2020 - HOURLY LABOR RATES

Company Name	Journeyman Straight Time	Journeyman Over Time	Helper Straight Time	Helper Over Time	Bucket Truck	Lift Truck	Pickup Truck	Auger/Backhoe	ITEM 2-Hourly Labor Rates
H & H Electric Co.	\$ 116.30	\$ 174.50	\$ 87.30	\$ 130.90	\$ 50.20	\$ 0.01	\$ 0.01	\$ 0.01	\$ 559.23
Meade, Inc.	\$ 130.63	\$ 193.28	\$ 101.91	\$ 150.72	\$ 42.18	\$ 49.75	\$ 21.63	\$ 45.43	\$ 735.53
Lyons Electric Co., Inc.	\$ 127.00	\$ 184.00	\$ 105.00	\$ 153.00	\$ 59.00	\$ 49.00	\$ 27.00	\$ 54.00	\$ 758.00
Rag's Electric, Inc.	\$ 114.00	\$ 150.00	\$ 69.00	\$ 90.00	\$ 25.00	\$ 3.00	\$ 5.00	\$ 3.00	\$ 459.00

## LAMP TALLY

<b>2018 PRICING</b>		ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
		Leotek GCM2-40F-MV-NW-2-GY-1A		Leotak GC2-80F-MV-NW-3-GY-1A		Eye Lighting LES-37W-333-840-HWD		Eye Lighting LES-57W-333-840-HWD		Eye Lighting P-L4-45-5-7-U-Y-N-R-E1		
Company Name												Total Lamp Charge
Rags Electric, Inc.		\$	250.00	\$	516.00	\$	215.00	\$	245.00	\$	794.00	\$ 2,020.00
Meade, Inc.		\$	247.50	\$	513.55	\$	217.38	\$	248.81	\$	818.46	\$ 2,045.70
H & H Electric, Co.		\$	279.20	\$	579.20	\$	240.80	\$	275.60	\$	906.60	\$ 2,281.40
Lyons Electric Co., Inc.		\$	285.00	\$	580.00	\$	245.00	\$	295.00	\$	850.00	\$ 2,255.00
<b>2019 PRICING</b>		ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
		Leotek GCM2-40F-MV-NW-2-GY-1A		Leotak GC2-80F-MV-NW-3-GY-1A		Eye Lighting LES-37W-333-840-HWD		Eye Lighting LES-57W-333-840-HWD		Eye Lighting P-L4-45-5-7-U-Y-N-R-E1		
Company Name												Total Lamp Charge
Rags Electric, Inc.		\$	250.00	\$	516.00	\$	215.00	\$	245.00	\$	794.00	\$ 2,020.00
Meade, Inc.		\$	257.40	\$	534.09	\$	226.08	\$	258.76	\$	851.20	\$ 2,127.53
H & H Electric, Co.		\$	279.20	\$	579.20	\$	240.80	\$	275.60	\$	906.60	\$ 2,281.40
Lyons Electric Co., Inc.		\$	294.00	\$	598.00	\$	252.00	\$	304.00	\$	876.00	\$ 2,324.00
<b>2020 PRICING</b>		ITEM 3a		ITEM 3b		ITEM 3c		ITEM 3d		ITEM 3e		TOTAL ITEMS 3a,3b,3c,3d,3e
		Leotek GCM2-40F-MV-NW-2-GY-1A		Leotak GC2-80F-MV-NW-3-GY-1A		Eye Lighting LES-37W-333-840-HWD		Eye Lighting LES-57W-333-840-HWD		Eye Lighting P-L4-45-5-7-U-Y-N-R-E1		
Company Name												Total Lamp Charge
Rags Electric, Inc.		\$	250.00	\$	516.00	\$	215.00	\$	245.00	\$	794.00	\$ 2,020.00
Meade, Inc.		\$	267.70	\$	555.45	\$	235.12	\$	269.11	\$	885.25	\$ 2,212.63
H & H Electric, Co.		\$	279.20	\$	579.20	\$	240.80	\$	275.60	\$	906.60	\$ 2,281.40
Lyons Electric Co., Inc.		\$	303.00	\$	616.00	\$	260.00	\$	313.00	\$	902.00	\$ 2,394.00

### 2018 - OPTION SUMMARY-renegotiated

Company Name	Option 4a Aluminum Pole (Each)	Option 4a Aluminum Pole (Each) renegotiated	Option 4b Concrete Pole (Each)	Option 5 Cost for Uniduct (Per Foot)	Option 5 Cost for Uniduct (Per Foot) renegotiated	Option 6 Straightening Concrete Poles (Each)	Total Option Price
H & H Electric, Co.	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 7,069.60
Meade, Inc.	\$ 2,201.21		\$ 3,717.03	\$ 19.37		\$ 864.54	\$ 6,802.15
Lyons Electric Co., Inc.	\$ 4,500.00		\$ 4,650.00	\$ 20.00		\$ 600.00	\$ 9,770.00
Rag's Electric, Inc.	\$ 3,500.00	\$ 3,000.00	\$ 3,700.00	\$ 12.00	\$ 10.25	\$ 130.00	\$ 6,840.25

### 2019 - OPTION SUMMARY-renegotiated

H & H Electric, Co.	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 7,069.60
Meade, Inc.	\$ 2,289.26		\$ 3,865.71	\$ 20.14		\$ 899.12	\$ 7,074.23
Lyons Electric Co., Inc.	\$ 4,635.00		\$ 4,790.00	\$ 21.00		\$ 618.00	\$ 10,064.00
Rag's Electric, Inc.	\$ 3,600.00	\$ 3,000.00	\$ 3,800.00	\$ 13.00	\$ 10.25	\$ 130.00	\$ 6,940.25

### 2020 - OPTION SUMMARY-renegotiated

H & H Electric, Co.	\$ 2,821.20		\$ 3,874.60	\$ 8.30		\$ 365.50	\$ 7,069.60
Meade, Inc.	\$ 2,380.83		\$ 4,020.34	\$ 20.95		\$ 935.08	\$ 7,357.20
Lyons Electric Co., Inc.	\$ 4,774.00		\$ 4,934.00	\$ 22.00		\$ 637.00	\$ 10,367.00
Rag's Electric, Inc.	\$ 3,700.00	\$ 3,000.00	\$ 3,900.00	\$ 14.00	\$ 10.25	\$ 130.00	\$ 7,040.25

**Regina Kokkinis**

---

**From:** Rag's Electric, Inc. <ragselectric@aol.com>  
**Sent:** Tuesday, February 19, 2019 4:26 PM  
**To:** Regina Kokkinis  
**Cc:** Dan Gombac  
**Subject:** Re: 2019 street light maintenance-City of Darien

Regina,

Sorry for the delay. I did not see this email. Those prices are correct and we are in agreement.

Thanks

**Regards,**

**Patrick Durkin**  
**Rag's Electric**  
630-739-RAGS (7247) = Office  
[www.ragselectric.com](http://www.ragselectric.com)

-----Original Message-----

**From:** Regina Kokkinis <rkokkinis@darienil.gov>  
**To:** Patrick A. Durkin <ragselectric@aol.com>  
**Cc:** Dan Gombac <dgombac@darienil.gov>  
**Sent:** Wed, Feb 6, 2019 12:18 pm  
**Subject:** 2019 street light maintenance-City of Darien

Good Day,

Attached, please see the pricing schedule for 2019-20 as it relates to the subject line.  
Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2019-20 pricing schedule.

Thank you,

**Regina Kokkinis**  
Administrative Assistant  
Municipal Services  
City of Darien  
630-353-8105

To receive important information from the City of Darien sign up for our electronic newsletter:  
DARIEN DIRECT CONNECT  
Follow the link and subscribing is simple!  
<http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>



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

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT EXTENSION WITH RAG’S ELECTRIC COMPANY INC. FOR THE 2019/20 STREET LIGHT MAINTENANCE CONTRACT BEGINNING MAY 1, 2019 THROUGH APRIL 30, 2020**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract extension for the Maintenance Service to repair street lights as required within the City limits between the City of Darien and Rag’s Electric Company. The Contract further identifies a pricing schedule referred to as “Schedule of Prices” for various street light repairs and options, attached hereto as “**Exhibit A**”. The extended contract would be effective from May 1, 2019 through April 30, 2020.

**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 4<sup>th</sup> day of March, 2019.

AYES: \_\_\_\_\_  
NAYS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
KATHLEEN MOESLE WEAVER

ATTEST:

\_\_\_\_\_  
JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

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



## CITY OF DARIEN

## CONTRACT

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Darien (hereinafter referred to as the "CITY") and \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH**

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

**SECTION 1: THE CONTRACT DOCUMENTS:** This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

**Street Light Maintenance for the City of Darien right of ways and Private Property Commercial Parking Lots**

(Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

**SECTION 3: ASSIGNMENT:** CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

**SECTION 4: TERM OF THE CONTRACT:** This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments,

settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

**SECTION 6: COMPLIANCE WITH LAWS:** The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights

with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS

it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien  
1702 Plainfield Road  
Darien, IL 60561  
Attn: Director of Municipal Services

**SECTION 8: STANDARD OF SERVICE:** Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a

respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

**SECTION 9: PAYMENTS TO OTHER PARTIES:** The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

**SECTION 10: COMPLIANCE:** CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

**SECTION 11: LAW AND VENUE:** The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

**SECTION 12: MODIFICATION:** This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY

FOR: THE CONTRACTOR

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

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

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

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

Title: Mayor

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

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

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

**SECTION II – REQUIRED BID SUBMISSION DOCUMENTS**

**BIDDER SUMMARY SHEET**

**STREET LIGHT MAINTENANCE FOR THE CITY OF DARIEN RIGHT OF WAY AND PRIVATE  
PROPERTY COMMERCIAL PARKING LOTS-2018**

Firm Name: Rag's Electric, Inc.

Address: 6805 Hobson Valley Dr., #105

City, State, Zip Code: Woodridge, IL. 60517

Contact Person: Patrick Durkin

FEIN #: 20-5012784

Phone: (630) 739-7247 Fax: (630) 739-7424

Cell: (773) 619-7640

E-mail Address: ragselectric@aol.com

**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

## Schedule of Prices for:

### STREETLIGHT MAINTENANCE SERVICES PROPOSAL FOR STREET LIGHTS AND POLES LOCATED WITHIN THE RIGHT OF WAYS

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>2019 PRICING</b>					
1	Total cost to repair Street Light Outage	Each	100	\$165.00	\$16,500.00
	Total cost to supply, remove and replace ballast	Each	20	\$225.00	\$4,500.00
	Total cost to supply, remove and replace fuse kit	Each	20	\$40.00	\$800.00
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	\$112.00	\$112.00
	Journeyman – Over Time	HR	1	\$147.00	\$147.00
	Helper – Straight Time	HR	1	\$67.00	\$67.00
	Helper – Over Time	HR	1	\$87.00	\$87.00
	Bucket Truck	HR	1	\$25.00	\$25.00
	Lift Truck	HR	1	\$3.00	\$3.00
	Pickup Truck	HR	1	\$5.00	\$5.00
	Auger/Backhoe	HR	1	\$3.00	\$3.00
3.	Material Costs				
a.	Leotek GCM2-40F-MV-NW-2-GY-1A	Ea.	1	\$250.00	\$250.00
b.	Leotek GC2-80F-MV-NW-3-GY-1A	Ea.	1	\$516.00	\$516.00
c.	Eye Lighting LES-37W-333-840-HWD	Ea.	1	\$215.00	\$215.00
d.	Eye Lighting LES-57W-333-840-HWD	Ea.	1	\$245.00	\$245.00
e.	Eye Lighting P-L4-45-5-7-U-Y-N-R-E1	Ea.	1	\$794.00	\$794.00
4.-option	Purchase and Installation of Street Light				
a.	Aluminum pole 25' height with 8' arm – with LED Driver and Leotek GCM2-40F-MV-NW-2-GY-1A	Ea.	2	renegotiated <del>\$3000.00</del> \$3,600.00	\$6000.00 \$7,200.00
b.	Concrete pole 25' height with 8' arm - with LED Driver and Leotek GCM2-40F-MV-NW-2-GY-1A	Ea.	2	\$3,800.00	\$7,600.00
5-option	Unit cost for Uniduct (Material and Installation) Material 1 ¼" – XLP-USP with 3 #6 Copper Wires	Ft.	200	renegotiated <del>\$10.25</del> \$13.00	\$2050.00 \$2,600.00
6-option	Straightening of Concrete Light Poles	Ea.	10	\$130.00	\$1,300.00
<b>Part A Sub-Total</b>					<del>\$42,969.00</del> <b>\$41,219.00</b>

**NOTE TO ALL CONTRACTORS:**

The bid tabulations will be based upon Total Cost of items 1, 2, 3, 4, 5 and 6.

Schedule of Prices for:

**LIGHT POLE MAINTENANCE SERVICES FOR PRIVATE PROPERTY COMMERCIAL PARKING LOTS**

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>2019 PRICING</b>					
1	Total cost to repair Street Light Outage	Ea.	1	\$165.00	\$165.00
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	\$112.00	\$112.00
	Journeyman – Over Time	HR	1	\$147.00	\$147.00
	Helper – Straight Time	HR	1	\$67.00	\$67.00
	Helper – Over Time	HR	1	\$87.00	\$87.00
	Bucket Truck	HR	1	\$25.00	\$25.00
	Lift Truck	HR	1	\$3.00	\$3.00
	Pickup Truck	HR	1	\$5.00	\$5.00
	Auger/Backhoe	HR	1	\$3.00	\$3.00
3	Material Costs – High Pressure Sodium:				
	Brand:				
	100 Watt	Ea.	1	\$10.00	\$10.00
	150 Watt	Ea.	1	\$10.00	\$10.00
	200 Watt	Ea.	1	\$12.00	\$12.00
	250 Watt	Ea.	1	\$12.00	\$12.00
4	Material Costs – Mercury Vapor:				
	Brand:				
	100 Watt	Ea.	1	\$10.00	\$10.00
	175 Watt	Ea.	1	\$12.00	\$12.00
	250 Watt	Ea.	1	\$12.00	\$12.00
5	Material Costs – Mercury Halide:				
	Brand:				
	100 Watt	Ea.	1	\$10.00	\$10.00
	175 Watt	Ea.	1	\$12.00	\$12.00
	250 Watt	Ea.	1	\$12.00	\$12.00
<b>Part B Sub-Total</b>					<b>\$726.00</b>

NOTE TO ALL CONTRACTORS:  
 The bid tabulations will be based upon **Total Cost** of items 1, 2, 3, 4, and 5.

## TOTAL COST SUMMARY

SUMMARY COSTS	2018	2019	2020
<b>Part A Sub-Total</b>	\$41,761.00	<del>\$42,969.00</del> <b>\$41,219.00</b>	\$44,079.00
<b>Part B Sub-Total</b>	\$713.00	\$726.00	\$741.00
<b>Total Cost of A+B</b>	\$42,474.00 <b>renegotiated \$41,124.00</b>	<del>\$43,695.00</del> <b>renegotiated \$41,945.00</b>	\$44,820.00 <b>renegotiated \$42,670.00</b>

*The contract will be awarded on a total sum of A and B.*

Firm Name: Rag's Electric, Inc.

Signature of Authorized Representative: \_\_\_\_\_



Title: President

Date: March 6, 2018

**ACCEPTANCE:** This proposal is valid for 150 calendar days from the date of submittal.



**AGENDA MEMO**  
**Municipal Services Committee**  
**March 4, 2019**

**ISSUE STATEMENT**

A [resolution](#) accepting a proposal from Norwalk Tank Company for 36-inch High Density Polyethylene Pipes, as required for various Public Works projects.

**BACKGROUND**

This year the department will require the use of 36-inch High Density Polyethylene Pipes (HDPE) to be used for the upcoming Public Works projects.

Competitive quotes were requested for the 36-inch pipe and staff received three (3) competitive quotes. See [Attachment A](#).

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the pipe material. The total estimated costs for the proposed pipe has been estimated at approximately \$25,000.00 pending field verification.

**COMMITTEE RECOMMENDATION**

Municipal Services Committee recommends approval of this resolution with proposal from Norwalk Tank Company, for 36-inch High Density Polyethylene Pipes, as required for various Public Works projects.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the March 4, 2019 City Council agenda for formal approval.



## 2019 36" HDPE BELL JOINT BAND

	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	Norwalk Tank Company		Water Products Company		Underground Pipe & Valve Co.	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			100	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
36-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100 - 1,500	LINEAL FT	100	\$ 27.78	\$ 2,778.00	\$ 31.00	\$ 3,100.00	\$ 29.50	\$ 2,950.00
36-INCH HDPE BAND	25 - 100	EACH	25	\$ 68.01	\$ 1,700.25	\$ 105.00	\$ 2,625.00	\$ 134.00	\$ 3,350.00
<b>TOTAL COSTS</b>					<b>\$ 4,478.25</b>		<b>\$ 5,725.00</b>		<b>\$ 6,300.00</b>

QUOTE AWARDED ON TOTAL COST



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

**A RESOLUTION ACCEPTING A PROPOSAL FROM NORWALK TANK COMPANY FOR 36-INCH HIGH DENSITY POLYETHYLENE PIPES, AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS.**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Norwalk Tank Company for 36-inch High Density Polyethylene Pipes, as required for various Public Works projects, 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 4<sup>th</sup> day of March, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4<sup>th</sup> day of March, 2019.

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

ATTEST:

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

APPROVED AS TO FORM

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



36" POLYETHYLENE PIPE QUOTE REQUEST

	2019-2020		2020-2021		2021-2022				
	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			100	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
36-INCH HIGH DENSITY POLYETHYLENE PIPE-HDPE WITH BELL JOINT	100 - 1,500	LINEAL FT	100	<del>527.20</del> 2.78	278.00				
36-INCH HDPE BAND	25 - 100	EACH	25	68.01	1700.25				
<b>TOTAL COSTS</b>					<b>16478.25</b>				
<b>QUOTE AWARDED ON TOTAL COST</b>									
Company Name:	NORWALK TANK COMPANY								
Address:	2171 WILMINGTON RD NORWALK, CT 06432								
Submitted By:	MARK S. WILSON								
State:	CT								
Telephone Number:	815-226-5551								
Mobile Telephone Number:	915-226-5551								
Fax Number:	NORWALK TANK COMPANY								
E-mail Address:	NORWALKTANK@GMAIL.COM								
Authorized Signature:	<i>Mark S. Wilson</i>								



**AGENDA MEMO**  
**City Council**  
**March 4, 2019**

**ISSUE STATEMENT**

1. An ordinance abating property tax heretofore levied by ordinance no. [O-28-12](#) in the amount of \$301,375
2. An ordinance abating property tax heretofore levied by ordinance no. [O-11-18](#) in the amount of \$385,000

**BACKGROUND HISTORY**

The proposed FYE 20 budget includes abating property taxes in the sums of \$301,375 and \$385,000 levied during the year 2018, collectable in 2019. This abatements pertain to the issuance of bonds to finance the water system public improvements. The bond principal and interest will be paid from the water revenues as discussed during the FYE 20 budget meeting.

**STAFF/COMMITTEE RECOMMENDATION**

The Committee of the Whole discussed this item at the recent budget meetings and concurred with the abatement.

**ALTERNATE CONSIDERATION**

Not approving the ordinance would be an alternate consideration.

**DECISION MODE**

This will be on the March 4, 2019, City Council agenda for formal approval.



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. O-28-12**

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN  
THIS 4th DAY OF MARCH, 2019**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, this 4th  
day of March, 2019.**

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

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. O-28-12**

**WHEREAS**, heretofore the Mayor and City Council of the City of Darien adopted Ordinance No. 0-28-12, "AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$2,810,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012, OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SAID BONDS, AND FURTHER PROVIDING FOR THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH SUCH ISSUANCE"; and

**WHEREAS**, said Ordinance authorized the issuance of refunding bonds to finance the construction of a water tower and related public improvements; and

**WHEREAS**, pursuant to said Ordinance the amount of \$301,375 was levied for the year 2018, collectable in 2019; and

**WHEREAS**, the Mayor and City Council of the City of Darien have determined that adequate alternate revenues exist to satisfy all principal and interest requirements for the current year so that the levy previously authorized for the year 2018 collectable in 2019 may be abated;

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

**Section 1:    Abatement.**    That the sum of \$301,375 heretofore levied for the year 2018, collectable in 2019, pursuant to Ordinance No. 0-28-12 shall be, and hereby is, **ABATED**.

**Section 2:    Direction.**    The DuPage County Clerk is hereby authorized and directed to effectuate the Abatement authorized pursuant hereto.

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

**Section 3: Certified Copy.** The City Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to the DuPage County Clerk.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4th day of March, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 4th day of March, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. O-11-18**

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**ADOPTED BY THE**

**MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 4th DAY OF MARCH, 2019**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, this 4<sup>th</sup>  
day of March, 2019.**



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

**AN ORDINANCE ABATING PROPERTY TAX  
HERETOFORE LEVIED BY ORDINANCE NO. 0-11-18**

**WHEREAS**, heretofore the Mayor and City Council of the City of Darien adopted Ordinance NO. 0-11-18 “AN ORDINANCE OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2018, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS”; and

**WHEREAS**, said Ordinance authorized the issuance of bonds to finance the costs to construct, renovate, equip, rehabilitate and improve infrastructure within the City, including but not limited to infrastructure projects relating to the City’s water system, and to pay the costs of issuing the Bonds; and

**WHEREAS**, pursuant to said Ordinance the amount of \$385,000 was levied for the year 2018, collectable in 2019; and

**WHEREAS**, the Mayor and City Council of the City of Darien have determined that adequate alternate revenues exist to satisfy all principal and interest requirements for the current year so that the levy previously authorized for the year 2018 collectable in 2019 may be abated;

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

**Section 1:    Abatement.**    That the sum of \$385,000 heretofore levied for the year 2018, collectable in 2019, pursuant to Ordinance NO. 0-11-18 shall be, and hereby is, **ABATED**.

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

**Section 2:**    **Direction.**    The DuPage County Clerk is hereby authorized and directed to effectuate the Abatement authorized pursuant hereto.

**Section 3:**    **Certified Copy.** The City Clerk is hereby authorized and directed to forward a certified copy of this Ordinance to the DuPage County Clerk.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4th day of March, 2019.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 4th day of March, 2019.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**City Council**  
**March 4, 2019**

**ISSUE STATEMENT**

Approval of a text amendment to Section 9-1 of the City Code adding restrictions regarding the idling of vehicles.

**ORDINANCE**

**BACKGROUND**

At the October 29, 2018 City Council meeting on Goal Setting, the Council discussed regulating vehicle idling times as one way to reduce air pollution and conserve fuel. Staff advised that the State of Illinois does have some restrictions on idling time of certain vehicles under some circumstances. See [Attachment A: State Code](#). The City can enforce this law as part of the State Uniform Traffic Code currently adopted by Darien. Some communities have adopted language more strict than the State. See [Attachment B: Other Illinois Codes](#). The consensus was to develop a local ordinance regulating idling time of certain vehicles.

The Staff has reviewed other ordinances and found that the Evanston example has most of what may be appropriate to Darien.

Enforcement of such regulation by the Darien Police Department would have violators subject to fines similar to other petty offenses, being \$50 for the first conviction and \$150 for a second or subsequent conviction within any twelve-month period.

Pending passage of the ordinance, the City Staff will forward to all businesses letters mandating the installation of signage. See [Attachment C: No Idling Sign](#).

***Municipal Services Committee-Update I-February 25, 2019***

*The Staff presented the proposed ordinance at the February 25, 2019, with an update and additional correspondence in respect to Item 3 of the proposed ordinance. The Committee reviewed the correspondence, see [Attachment D](#), and concurred to edit Item 3. The Committee further requested a clarification for “Auxiliary Heating Systems.”*

*“The use of **auxiliary heating systems** is one method for **heating the truck cab and sleeper** without having to run a **truck's engine**. By using an **auxiliary heating system** to **heat the cab**, a **truck's engine** can be shut off, so far less fuel is used and fewer diesel emissions emitted.”*

*Item 3 has been revised to read as follows:*

*(3) The motor vehicle idles when operating defrosters, or heater solely to prevent a safety or health emergency only in vehicles not equipped with auxiliary heating systems. The use of **auxiliary heating systems** is one method for **heating the truck cab and sleeper** without having to run a **truck's engine**. By using an **auxiliary heating system** to **heat the cab**, a **truck's engine** can be shut off, so far less fuel is used and fewer diesel emissions emitted.*

**COMMITTEE RECOMMENDATION**

Approval of an ordinance for Council consideration.

**ALTERNATIVE CONSIDERATION**

As recommended by the City Council.

**DECISION MODE**

This item will be placed on the March 4, 2019, City Council agenda for formal consideration.

**State of Illinois      State Statute      Excessive Idling**

(625 ILCS 5/11-1429)

Sec. 11-1429. Excessive idling.

(a) The purpose of this law is to protect public health and the environment by reducing emissions while conserving fuel and maintaining adequate rest and safety of all drivers of diesel vehicles.

(b) As used in this Section, "affected areas" means the counties of Cook, DuPage, Lake, Kane, McHenry, Will, Madison, St. Clair, and Monroe and the townships of Aux Sable and Goose Lake in Grundy County and the township of Oswego in Kendall County.

(c) A person that operates a motor vehicle operating on diesel fuel in an affected area may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under the following circumstances:

- (1) the motor vehicle has a Gross Vehicle Weight Rating of less than 8,000 pounds;
- (2) the motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official;
- (3) the motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency;
- (4) a police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator;
- (5) the primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity;
- (6) a motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection;
- (7) when idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations; lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions;
- (8) an armored motor vehicle idles when a person remains inside the vehicle to guard the contents, or while the vehicle is being loaded or unloaded;
- (9) a bus idles a maximum of 15 minutes in any 60

minute period to maintain passenger comfort while non-driver passengers are on board;

(10) if the motor vehicle has a sleeping berth, when the operator is occupying the vehicle during a rest or sleep period and idling of the vehicle is required to operate air conditioning or heating;

(11) when the motor vehicle idles due to mechanical difficulties over which the operator has no control;

(12) the motor vehicle is used as airport ground support equipment, including, but not limited to, motor vehicles operated on the air side of the airport terminal to service or supply aircraft;

(13) the motor vehicle is (i) a bus owned by a public transit authority and (ii) being operated on a designated bus route or on a street or highway between designated bus routes for the provision of public transportation;

(14) the motor vehicle is an implement of husbandry exempt from registration under subdivision A(2) of Section 3-402 of this Code;

(15) the motor vehicle is owned by an electric utility and is operated for electricity generation or hydraulic pressure to power equipment necessary in the restoration, repair, modification or installation of electric utility service;

(16) the outdoor temperature is less than 32 degrees Fahrenheit or greater than 80 degrees Fahrenheit; or

(17) the motor vehicle idles while being operated by a remote starter system.

(d) When the outdoor temperature is 32 degrees Fahrenheit or higher and 80 degrees Fahrenheit or lower, a person who operates a motor vehicle operating on diesel fuel in an affected area may not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

(e) This Section does not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

(f) This Section does not apply to the owner of a motor vehicle rented or leased to another entity or person operating the vehicle.

(g) Any person convicted of any violation of this Section is guilty of a petty offense and shall be fined \$90 for the first conviction and \$500 for a second or subsequent conviction within any 12 month period.

(h) Fines; distribution. All fines and all penalties collected under this Section shall be deposited in the State Treasury and shall be distributed as follows: (i) \$50 for the first conviction and \$150 for a second or subsequent conviction within any 12 month period under this Section shall be deposited into the State's General Revenue Fund; (ii) \$20 for the first conviction and \$262.50 for a second or subsequent conviction within any 12 month period under this

Section shall be distributed to the law enforcement agency that issued the citation; and (iii) \$20 for the first conviction and \$87.50 for a second or subsequent conviction within any 12 month period under this Section shall be deposited into the Trucking Environmental and Education Fund.

(i) The Trucking Environmental and Education Fund is created as a special fund in the State Treasury. All money deposited into the Trucking Environmental and Education Fund shall be paid, subject to appropriation by the General Assembly, to the Illinois Environmental Protection Agency for the purpose of educating the trucking industry on air pollution and preventative measures specifically related to idling. Any interest earned on deposits into the Fund shall remain in the Fund and be used for the purposes set forth in this subsection. Notwithstanding any other law to the contrary, the Fund is not subject to administrative charges or charge-backs that would in any way transfer moneys from the Fund into any other fund of the State.

(Source: P.A. 100-435, eff. 8-25-17.)



Illinois						
	Type of Vehicle	Idling Restriction	Exemptions	Consequences of Infraction	Regulation	Resources
<b>Counties in the Chicago Area:</b> <ul style="list-style-type: none"> <li>• Cook</li> <li>• DuPage</li> <li>• Lake</li> <li>• Kane</li> <li>• McHenry</li> <li>• Will</li> <li>• Aux Sable and Goose Lake Townships in Grundy</li> <li>• Oswego Township in Kendall</li> </ul> <b>Counties in the Metro East St. Louis Area:</b> <ul style="list-style-type: none"> <li>• Madison</li> <li>• St. Clair</li> <li>• Monroe</li> </ul>	Diesel vehicles ≥8,000 lbs	10 minutes/hour	Traffic conditions or controls. Prevent a health or safety emergency. Emergency or law enforcement purposes. Service or repair. Government inspection. Idling necessary to operate auxiliary equipment to accomplish intended use of vehicle. Guarding contents of armored vehicle. Bus can idle a maximum of 15 minutes/hour to maintain passenger comfort. Resting in sleeping berth. Mechanical difficulties out of control of operator. Airport ground control support. Buses owned by public transportation authorities on bus route. Implements of husbandry. Electric utility service vehicles. If temperature <32F or >80F, idle limit to 30 minutes/hour while in queue.	\$90 for first conviction. \$500 for second or subsequent conviction in 12-month period. Fines are divided and paid to 3 groups, dependant on the county that wrote the ticket.	625 Illinois Compiled Statutes (ILCS) 5/11-1429	<a href="http://www.ilga.gov/legislation/ilcs/fulltext.asp?DocName=062500050K11-1429">http://www.ilga.gov/legislation/ilcs/fulltext.asp?DocName=062500050K11-1429</a>
<b>City of Chicago</b>	Diesel-powered vehicles	3 minutes/hour	Emergency vehicles providing health and safety services. Airport support vehicles necessary for airport operations. Engine running is necessary to operate auxiliary equipment to accomplish the intended use of the vehicle. Vehicles standing with engine running for purpose of service, repair, or inspection. Vehicles standing in traffic. Air conditioning if temperature >80F or heat if temperature <32F. Operation of APU or generator set. Mechanical requirements or difficulties out of operator's control. Vehicles standing due to automatic regeneration of diesel particulate filters or pre-shutdown cooling required by engine manufacturer.	\$250 per violation	Chicago Municipal Code, Section 9-80-095	<a href="http://www.cityofchicago.org/dam/city/depts/doe/general/ESB_PDFs/StandingLimitOrdinanceAsPassed.pdf">http://www.cityofchicago.org/dam/city/depts/doe/general/ESB_PDFs/StandingLimitOrdinanceAsPassed.pdf</a>
<b>Chicago</b>	City fleet vehicles	3 minutes in a 60-minute period	a. Emergency service vehicles; b. Vehicles standing in traffic; c. Airport support equipment; d. Vehicles being serviced or repaired; e. Idling to operate auxiliary equipment that is required to accomplish the intended use of the vehicle; f. Idling to provide heat within the cab of the vehicle if the outside temperature is less than 32F and there is no accessible temperature-controlled area within a reasonable distance; or g. Idling to provide cooling within the cab of the vehicle if the outside temperature is more than 80F, there is no accessible temperature-controlled area within a reasonable distance, and the vehicle is equipped with air conditioning.	NA	City of Chicago Vehicle Idling Management Policy	<a href="http://www.cityofchicago.org/content/dam/city/depts/doe/general/ESB_PDFs/CitysVehicleIdlingManagementPolicy05202010.pdf">http://www.cityofchicago.org/content/dam/city/depts/doe/general/ESB_PDFs/CitysVehicleIdlingManagementPolicy05202010.pdf</a>



<b>Evanston</b>	Motor vehicles GVWR ≥8,000 lb	5 minutes in a 60-minute period	<p>1. City vehicle being used for official City of Evanston business; 2. Vehicle forced to remain motionless because of traffic; 3. Idling to operate defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency; 4. Emergency vehicle in an emergency or in training mode; 5. Vehicle owned by an electric utility and operated for electricity generation or hydraulic pressure to power equipment necessary in the restoration, repair, modification or installation of electric utility service; 6. Idling due to mechanical difficulties over which the operator has no control; 7. Buses for a maximum of 15 minutes in any 60-minute period to maintain passenger comfort while passengers are on board; 8. Armored vehicle when a person remains inside the vehicle to guard the contents, or while the vehicle is being loaded or unloaded; 9. When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle; 10. Idling necessary during a government inspection or for vehicle service repair, or diagnostic purposes.</p>	\$150 fine	City of Evanston Ordinance 75-0-06, Amending Title 10, Chapter 4, "Stopping, Standing Or Parking" of the Evanston City Code (10-4-18-1)	<a href="http://www.cityofevanston.org/assets/pdf/anti-idling.pdf">http://www.cityofevanston.org/assets/pdf/anti-idling.pdf</a>
<b>Westmont</b>	Commercial vehicle or vehicle designed to transport 16 or more persons along 61st St. from Cass Ave. to Williams St.	10 minutes	School buses	First offense, \$50; second offense within 24-month period, \$150; third and subsequent offenses within a 24-month period, \$300	Westmont Municipal Code, Ordinance 13-01	<a href="http://www.westmont.illinois.gov/DocumentCenter/View/532">http://www.westmont.illinois.gov/DocumentCenter/View/532</a>

Villa Park	Motor vehicles that operate on diesel fuel	10 minutes within any 60-minute period	The motor vehicle has a gross vehicle weight rating of less than 8,000 pounds. On-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official. When operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency. A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity. The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes only if necessary. A government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection. When the vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle. An armored motor vehicle may idle when a person remains inside the vehicle to guard the contents or while the vehicle is being loaded or unloaded. A bus can idle a maximum of 15 minutes in any 60 minute period to maintain passenger comfort while nondriver passengers are on board. If the motor vehicle has a sleeping berth, when the operator is occupying the vehicle during a rest or sleep period. Mechanical difficulties over which the operator has no control. A bus owned by a public transit authority, being operated on a designated bus route or on a street or highway. Husbandry exempt from registration under state law. An electric utility vehicle, operated for electricity generation or hydraulic pressure to power equipment necessary in the restoration, repair, modification or installation of electric utility service. The outdoor temperature is less than 32F or greater than 80F.	Charged with a petty offense and shall be fined \$50 for the first conviction and \$150 for a second or subsequent conviction within any twelve-month period.	Ord. No. 3788, § 1, 4-28-14	<a href="https://www.municode.com/library/il/villa_park/codes/code_of_ordinances?nodeId=MUCO_CH14MOVETR">https://www.municode.com/library/il/villa_park/codes/code_of_ordinances?nodeId=MUCO_CH14MOVETR</a>
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**Of Further Interest**

Clean Air Counts communities (including Arlington Heights, Carol Stream, Chicago, Evanston, Lombard, Northbrook, Oak Park, Wheaton, Wilmette, Winfield, and Wood Dale) have undertaken initiatives to reduce idling. "No idling" signs are posted at schools, parks, and train stations to remind citizens of the pollution hazards of idling. See <http://ftp.cleanaircounts.org/AntiIdling.aspx>. Several other cities have also started experimenting with idle restricting policies. See: [http://coolcities-il.appspot.com/with/codes\\_policies\\_regulations](http://coolcities-il.appspot.com/with/codes_policies_regulations)  
As of 2013, the village of Arlington Heights started their own campaign to reduce idling, called *Idle Free Arlington*. See [http://www.vah.com/residents/green/idle\\_free.aspx](http://www.vah.com/residents/green/idle_free.aspx)

Last confirmed/updated May 19, 2015 (IM). To report any errors or changes, please e-mail [ldlingreduction@anl.gov](mailto:ldlingreduction@anl.gov).





**From:** [Dan Gombac](#)  
**To:** [Steven Manning](#); [Joe Marchese](#); [Tom Belczak](#); [Thomas Chlystek](#); [Regina Kokkinis](#)  
**Cc:** [Steve Leopoldo](#); [Bryon Vana](#)  
**Subject:** RE: Municipal Services Committee  
**Date:** Monday, January 28, 2019 10:26:22 AM

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Good morning All,

Below is an e-mail forwarded from Steve Leopoldo regarding the idling ordinance to be discussed this evening. Please see below highlight for discussion and incorporation into the ordinance. A hard copy of this email will be available and presented by Staff this evening.

*Daniel Gombac*  
*Director of Municipal Services*  
*630-353-8106*

**To receive important information from the City of Darien sign up for our electronic newsletter:**

***DARIEN DIRECT CONNECT***

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**<http://www.darien.il.us/Departments/Administration/CityNews.html>**

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**From:** Bryon Vana <bvana@darienil.gov>  
**Sent:** Sunday, January 27, 2019 4:40 PM  
**To:** Steve Leopoldo <steve.leopoldo@gmail.com>; Dan Gombac <dgombac@darienil.gov>; Steven Manning <smanning@darienil.gov>  
**Subject:** Re: Municipal Services Committee

Dan and Steve M  
 Please see below for tomorrow's meeting.  
 Bryon

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

**From:** Steve Leopoldo <[steve.leopoldo@gmail.com](mailto:steve.leopoldo@gmail.com)>  
**Date:** 1/27/19 11:06 AM (GMT-06:00)  
**To:** Bryon Vana <[bvana@darienil.gov](mailto:bvana@darienil.gov)>  
**Cc:** Thomas Chlystek <[TChlystek@darienil.gov](mailto:TChlystek@darienil.gov)>, Joe Marchese <[jmarchese@darienil.gov](mailto:jmarchese@darienil.gov)>, [belczak@darienil.gov](mailto:belczak@darienil.gov)  
**Subject:** Municipal Services Committee

Hello Bryon,

Would you be so kind as to forward the following letter to the staff who may be present at the Municipal Services Committee in advance of the 1/28 meeting?

Thank you,

Steve Leopoldo

Municipal Services Committee Members,

I would like to thank the Committee for their work on the zero-idling ordinance. I apologize for my inability to attend the meeting in person as I will be out of town on business travel. I would like to offer some information and a suggestion for how to modify the ordinance to provide the greatest benefit to Darien residents.

The proposed ordinance is well drafted and incorporates well-thought language from other municipalities. One concern though is that the language for exceptions does not reflect current technology that has been developed and adopted specifically to address idling concerns. The City of Evanston adopted their ordinance in 2006, and a lot has changed in the past 13 years. Their legislation does not help air quality most notably during summer months, a time when air quality in the Chicago area is most challenged.

There are many solutions readily available to provide for the health, comfort and safety of drivers when it comes to in-cab comfort. It's important to note that unlike most non-electric cars that we're accustomed, most modern semis have electronic HVAC systems, negating the need for idling for their operation. Similar systems have been developed and adapted for winter heating as well.

There are five main categories of technology being used today as alternatives to idling for in-cab comfort, and many of these were in their infancy or not available when Evanston adopted their ordinance:

- 1) fuel-fired heaters (winter weather solution);
- 2) battery-based HVAC systems (summer heat solution);
- 3) auxiliary power units (runs air conditioning and heating);
- 4) thermal storage systems (works by using thermal energy stored in a frozen graphite/water matrix. An electric refrigeration compressor freezes the water in the storage unit when the truck is running. Then, when the engine is off and cooling is required, a pump circulates coolant through a storage core and then through a heat exchanger in the cab.); and
- 5) shore power (plugging in while docked).

These systems and solutions are not only beneficial to our air quality, but they also save trucking companies and independent operators money as diesel fuel is expensive and running engines leads to additional maintenance costs. Reducing idling is not just good for air quality, its good for business.

Given this information, I would recommend updating the proposed ordinance in one way, modifying exception (3) in the following way: **"The motor vehicle idles when operating defrosters, or heater solely to prevent a safety or health emergency only in vehicles not equipped with auxiliary heating systems."**

Thank you for your work and commitment to protecting our air in the City of Darien. The timing suggestion of 5 minutes maximum idling should also be commended as it is rapidly emerging as the standard across the nation where such ordinances have been adopted.

Thank you,  
Steve Leopoldo



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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

**AN ORDINANCE AMENDING  
THE DARIEN CITY CODE FOR PARKING RESTRICTIONS  
SECTIONS 9-3-1 AND 9-3-3**

**(Text Amendment: Vehicle Idling)**

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

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, and  
this \_\_\_ day of \_\_\_\_\_, 2019.**

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

**AN ORDINANCE AMENDING  
THE DARIEN CITY CODE FOR PARKING RESTRICTIONS  
SECTIONS 9-3-1 AND 9-3-3**

**(Text Amendment: Vehicle Idling)**

**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 Parking Restrictions which are set forth in Title 9 Chapter 3 of the Darien City Code; and

**WHEREAS**, the City Council has deemed it reasonable to periodically review said Parking Restrictions and make necessary changes thereto; and

**WHEREAS**, on February 25, 2019, the Municipal Services Committee of the City Council considered text amendments to said Parking Restrictions and has forwarded its recommendation of approval to the City Council; and

**WHEREAS**, the City Council has reviewed the findings and recommendations described above and now determines to adopt the text amendments described below.

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

**SECTION 1:** Title 9 Chapter 3 of the Darien City Code is hereby amended by adding a new subsection 9-3-1 (J) to read as follows:

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

**9-3-1 (J): STANDING OR PARKED IDLING MOTOR VEHICLES.**

No standing or parked motor vehicle with a gross vehicle weight rating of eight thousand (8,000) pounds or greater shall be allowed to idle on any public street, public place, or private property for more than a total of five (5) minutes within a sixty-minute period except under the following circumstances:

- (1) The motor vehicle is an official City of Darien vehicle that is operating in compliance with the City of Darien Vehicle Idling Management Policy;
- (2) The motor vehicle idles while forced to remain motionless because of traffic, an official traffic control device or signal, or at the direction of a law enforcement official;
- (3) The motor vehicle idles when operating defrosters, or heater solely to prevent a safety or health emergency only in vehicles not equipped with auxiliary heating systems. “The use of auxiliary heating systems is one method for heating the truck cab and sleeper without having to run a truck's engine. By using an auxiliary heating system to heat the cab, a truck's engine can be shut off, so far less fuel is used and fewer diesel emissions emitted.”
- (4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator;
- (5) The motor vehicle is owned by an electric utility and is operated for electricity generation or hydraulic pressure to power equipment necessary in the restoration, repair, modification or installation of electric utility service;
- (6) When the motor vehicle idles due to mechanical difficulties over which the operator has no control;
- (7) A bus idles a maximum of fifteen (15) minutes in any sixty-minute period to maintain passenger comfort while non-driver passengers are on board;
- (8) An armored motor vehicle idles when a person remains inside the vehicle to guard the contents, or while the vehicle is being loaded or unloaded;
- (9) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate nonessential equipment such as air conditioning, heating, microwave ovens or televisions;
- (10) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection; or
- (11) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.



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

The owners of property in any of the City’s B zoning districts shall post “No Idling/per Darien City Code” signage in conspicuous place(s) on such property.

**SECTION 2:** Title 9 Chapter 3 of the Darien City Code is hereby amended by adding a new paragraph at the end of subsection 9-3-3: Violations and Penalties to read as follows:

“Any person who shall violate subsection 9-3-1 (J) of this chapter shall be fined \$50 for the first offense and \$150 for a second or subsequent conviction within a twelve-month period.”

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,  
DU PAGE COUNTY, ILLINOIS, this \_\_\_\_ day of \_\_\_\_\_, 2019.**

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

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.**

ATTEST:

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

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**City Council**  
**March 4, 2019**

**Issue Statement**

Consideration of an Ordinance to amend the City Code provisions on storage of refuse containers in residential areas.

**ORDINANCE**

**Background**

The request is detailed in an email from Alderman Lester Vaughan dated August 7, 2018. See [Attachment A](#). In summary, he is suggesting that an exemption be given to those houses to allow storage of refuse containers in front where side or rear locations are not 'practicable or reasonable'.

Current Code Section 7-1-5 requires single family detached houses keep refuse, recyclable, and compostable materials in containers and the containers are not to be stored between house and street except on pick-up days. Section 5A-10-7 requires multi-family to store refuse in containers in enclosures in the rear yard and setback at least 5 feet from property lines and screened by landscaping. See [Attachment B](#) - DARIEN CODES.

The following estimates were based on staff observations of single family areas.

- 80-90 % are in compliance – houses with raised side yards store their containers in side or rear yard or in garage – some have made improvements such as walkways or terraces in the side yard that make storage easier
- 5-10 % are not in compliance - but have relatively flat lots with no impediment to storing containers in side or rear yards
- 5-10 % are not in compliance - have a side yard with raised grades next to their attached garage
- <1 % are not in compliance - they have low fence screens in front – most of these screens do not completely block views of the containers from the street.

See [Attachment C](#) - PHOTOS.

This item was discussed at the 8.27.18 MSC meeting and more information on options was requested.

- See [Attachment D](#) - SURVEY of similar codes from surrounding towns. In summary, Woodridge and Willowbrook require storage in side or rear yards. Lisle requires storage in an inconspicuous place. Lisle and Westmont require storage that is not a nuisance to neighbors. Downers Grove has no storage location restrictions.
- See [Attachment E](#) - SHED INFO SHEET. Such a structure in front of a house

could screen the refuse containers from view.

### **UPDATE MUNICIPAL SERVICES COMMITTEE 10-22-18**

This item was last discussed at the 9.24.18 MSC meeting as an update. The Committee directed Staff to provide additional specifications for the enclosure.

Staff has been working with Home Depot to secure a uniform enclosure that could be utilized by properties that are identified to have a hardship of placing their trash and recycling receptacles along the side of their residence. *The proposed models of the enclosure are attached and labeled as [Attachment III-1](#) and [Attachment III-2](#). The specifications for the enclosures are attached and labeled as [Attachment III-3](#) and [Attachment III-4](#).*

The cost of the enclosure is \$368 plus tax and requires assembly. Home Depot is currently speaking with the Bid Room for additional savings on the purchase of the sheds by Darien residents. It is anticipated there may be approximately 200-250 residents that may want to participate. Additionally, the assembly service could be provided by local handyman and is estimated that the cost for assembly would be \$75-100.

#### **Recommendation**

Staff is requesting to discuss the following,

1. No code amendment, Staff to continue enforcement as violations are identified.
2. Consideration of a code amendment as it applies to homes that have a grade variation adjacent to the side of their homes. These homes would be allowed to store trash containers within a storage shed in the front of their home.
3. Consideration for approval of the proposed storage shed for trash receptacles.

### **UPDATE MUNICIPAL SERVICES COMMITTEE 01-28-19**

#### **Additional Background**

The City Council discussed this item informally at the December meeting. During a brief discussion, the Council agreed that any decision made be uniform throughout the City. The final decision made is to allow all residents the ability to purchase the proposed enclosure, as per the above Attachment III-1, and to allow placement of the enclosures fronting the front yard and adjacent to the residence.

#### **Recommendation**

The Municipal Services Committee is requested to review the following proposed protocol:

1. Amendment of City Code Section 7-1-5;  
Section 7-1-5 requires single-family detached houses keep refuse, recyclable, and compostable materials in containers and the containers are not to be stored between house and street except on pick-up days.

Refuse and recyclable containers may be stored in a uniform storage enclosure. The storage enclosures are manufactured by Suncoast Corporation and the Model numbers are BMS4700 and BMS3400. The products is available through Home Depot, Pro Desk Services, at a discounted price for Darien residents.

Multi-family to store refuse in containers in enclosures in the rear yard and setback at least 5 feet from property lines and screened by landscaping.

### **Alternate Decision Mode**

1. No code amendment, Staff to continue enforcement as violations are identified.

Pending decision mode, Staff will prepare the Ordinance and forward the item to the City Council for formal consideration.

### ***UPDATE MUNICIPAL SERVICES COMMITTEE 02-25-19***

1. *The following update includes a revised trash storage enclosure to accommodate the smaller trash receptacles. Staff has reviewed the specifications for all trash carts utilized by the City and is recommending the following mandatory trash enclosures for residents that would like to store their trash receptacles within the front of their homes:*

*Manufacturer-Suncoast Corporation*

*Model No-BMS3400*

*The Model BMS3400 will accommodate up to one, (1) 65-gallon and one (1) 35-gallon trash carts.*

*Model No-BMS4700*

*The Model BMS4700 will accommodate up to two, (2) 95-gallon trash carts.*

*Dimensions for the 35, 65, and 95-gallon refuse containers are as follows:*

*35-gallon Height 37.5 inches, Width 19 inches, Depth 32.75 inches*

*65-gallon Height 41.5 inches, Width 24 inches, Depth 27 inches*

95-gallon Height 46 inches, Width 26 inches, Depth 34.5 inches

The product may be purchased at the Darien Home Depot, Pro Services Desk at the following discounted pricing:

Model No-BMS3400 \$224.10 + Tax

Model No-BMS4700 \$349.00 + Tax

The above enclosures may also be purchased through other retail outlets. All enclosures require assembly.

2. The Municipal Services Committee is requested to review the following proposed amendment:

Amendment of City Code Section 7-1-5;

Section 7-1-5 requires single-family detached houses keep refuse, recyclable, and compostable materials in containers and the containers are not to be stored between house and street except on pick-up days.

An exception for single-family homes is that storage containers for refuse, recyclables, and compostable materials may be placed in storage enclosures located in the front or corner side yard adjacent to homes. Said enclosure must adhere to the specifications on file.

Multi-family to store refuse in containers in enclosures in the rear yard and setback at least 5 feet from property lines and screened by landscaping.

### **Committee Recommendation**

The Municipal Services Committee recommends the storage of refuse within the approved enclosures Model No-BMS3400 \$224.10 + Tax and Model No-BMS4700.

Upon passage of the Ordinance, the staff will provide residents information regarding the updates through all media portals.

### **Alternate Consideration**

As directed by the City Council.

### **Decision Mode**

This item will be placed on the March 4, 2019, City Council agenda for formal consideration.

**Steven Manning**

---

**From:** Steven Manning  
**Sent:** Tuesday, September 18, 2018 11:15 AM  
**To:** Steven Manning  
**Subject:** RE: Request for Amendment to Section 7-1-5 Code

**From:** Lester Vaughan <[lester.vaughan@gmail.com](mailto:lester.vaughan@gmail.com)>  
**Date:** August 7, 2018 at 7:20:27 AM CDT  
**To:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>  
**Subject:** Fwd: Request for Amendment to Section 7-1-5 Code

Hi Dan.

Good morning. Below is an overview of the Amendment I proposed last night. Let me know if you have any questions or concerns.

Several residents on Maple in Ward 2 are having issues with their garbage can placement. This is because they live in raised-ranch style homes which don't naturally permit for storage of cans anywhere convenient except for the front of their homes. This is in violation of section 7-1-5 of the Darien City Code which provides in Section B that "It shall be unlawful to place such [garbage] containers anywhere between the front of the main building, or the side when facing the street, and the street, except during the [24 hours before/after trash collection days]."

Some of the Maple Lane residents have voiced their frustration and complaint to me, some have been ticketed for noncompliance, and some have complied in the past week, keeping their cans in different locations. It is clear, though, that there is an ongoing issue with residents in the raised-ranch style home. I think its something we need to address as the City Council.

I would propose amending the existing statute to allow for an exemption to this provision. I am not entirely sure how it would work, and defer to the experience and expertise of others on this point, but I do feel strongly we should do something to try and accommodate the needs of these residents.

The statute is copied below for your convenience, and I suggest we amend the statute to provide a section (C) that has language to the effect of:

(C) An exemption to subsection (B) may be obtained at the discretion of [The City of Darien/Darien Municipal Services] upon a finding that it is not practicable and/or reasonably possible for a resident to store their containers anywhere but the prohibited areas outlined in subsection (B). A resident seeking an exemption shall provide a request in writing to [INSERT DEPT/PERSON]... The City of Darien shall work with the resident to determine the most reasonable and practicable location for the containers and the exemption to 7-1-5(B) is at the discretion of the City of Darien.

Obviously, this language is a starting point, but I wanted to get the conversation going and see how I can best advocate for the residents in my ward facing this dilemma. I look forward to your thoughts and to moving forward.

Please let me know if you have any questions or concerns. I look forward to hearing from you soon.

Best Regards,

Lester Vaughan, Alderman Ward 2

## DARIEN CODES – REFUSE CONTAINERS

7-1-5:

Notwithstanding any other provision of this Code, garbage, refuse, recyclables, compostable materials and similar items may be placed on parkways in the City only to facilitate their removal by licensed scavengers, and only if the following provisions are observed by the person placing or causing to be placed on the parkways items of refuse or compostable materials:

(A) Any refuse, recyclables, or compostable materials placed on the parkway shall be stored in containers or otherwise appropriately secured to ensure that debris or refuse is not scattered by weather, animals, or other causes.

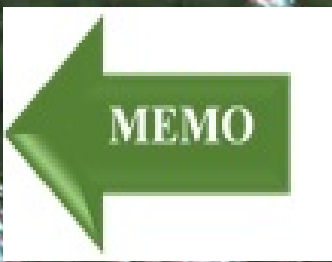
(B) Refuse, recyclables or compostable materials stored in approved containers such as kraft bags, may be placed on the parkway twenty four (24) hours before the scheduled scavenger service and containers used to store these items shall be removed from the parkway twenty four (24) hours after said scavenger service. It shall be unlawful to place such containers anywhere between the front of the main building, or the side when facing the street, and the street, except during the times specified hereinabove. (Ord. 0-37-90, 6-18-1990)

5A-10-7:

(B) Refuse Disposal Facilities And Required Landscaping: Suitable areas for the storage of trash shall generally be provided in the rear yard, subject to approval by the Zoning Enforcement Officer, and shall be designed and constructed as to allow no view of the trash storage from the street, to prevent waste from blowing around the site or onto adjacent properties or public rights of way, and to permit safe, easy removal of trash by truck or hand, and shall comply with the following:

1. Refuse disposal facilities landscaping shall be provided on two (2) sides of any required refuse disposal area immediately adjoining a building, and on three (3) sides of any freestanding refuse disposal area.
2. Refuse disposal facilities landscaping shall be located in a planting bed a minimum of ten feet (10') in width adjacent to any structure, except that a planting bed, five feet (5') in width, shall be allowed when a refuse disposal area is setback five feet (5') from a rear or side lot line in compliance with Section 5A-5-9 of this Title.
3. The required refuse disposal facilities landscaping shall remain open and free of all paving.
4. Refuse disposal facilities landscaping shall be comprised of a combination of shade trees, ornamental trees, evergreens, shrubs, and ground cover. (Ord. 0-03-00, 4-3-2000)





08/14/2018 22:39



08/14/2018 22:50



08/14/2018 23:12



09/17/2018 02:52

## SURVEY of REFUSE CONTAINER STORAGE CODES scm 9.5.18

## Woodridge

4-2-2-1 (B): Waste containers, landscape waste units and landscape waste totes and recycling containers are to be stored at the side or rear of the residence, except from three o'clock (3:00) P.M. on the day prior to collection to eight o'clock (8:00) P.M. on the day of collection, when said waste containers, landscape waste units, landscape waste totes and recycling containers may be placed at the curb.

## Willowbrook

6-6-4 (B) 2: Approved landscape waste containers, approved garbage containers, approved recyclable containers and bulk items are to be stored at the side or rear of the residence except from three o'clock (3:00) P.M. on the day prior to collection to seven o'clock (7:00) P.M. on the day of collection, when said approved landscape waste containers, approved garbage containers, approved recyclable containers and bulk items may be placed at the curb.

## Downers Grove

Section 13.49 (c): Refuse, recyclables or compostable materials stored in containers or otherwise appropriately secured, may be placed on the parkway after 12:00 noon the day preceding scavenger service. Refuse, recyclables, compostable materials and containers used to store these items shall be removed from the parkway by 12:00 midnight of the day of scavenger service.

## Westmont

Sec. 66-4 (f) 3: No container used for storage, collection, or removal of garbage or other refuse shall be placed so as to constitute a nuisance to adjacent owners and occupants.

## Lisle

8-2-2 (B): Deposits In Streets: Except recyclables which are regulated by subsection (E) of this section, no waste of any kind shall be deposited in any street, alley or public way, excepting waste wrapped in tightly closed and tied plastic bags or placed in a tote and maintained in good order and in an inconspicuous place so as not to create a nuisance to neighbors, by the owner or occupant of residential or commercial unit in the village and placed for pick up by a scavenger service; and no such waste shall be so placed that it can be blown or scattered by the wind.



/ Storage & Organization / Sheds, Garages & Outdoor Storage / Sheds / Plastic Sheds

Similar Options to Consider

See All

each	\$230 <sup>00</sup> /each Was \$289.31	\$219 <sup>00</sup> /each	\$175 <sup>00</sup> /each	\$216 <sup>00</sup> /each Was \$240	\$1500 <sup>00</sup> /each	\$1260 <sup>99</sup> /each	\$299 <sup>00</sup> /each	\$1275 <sup>20</sup> /each Was \$1431.16

Model # 211166 Internet #204330128



Share Save to Favorites Print

**Keter**  
4 ft. x 2 ft. Store-It-Out MIDI Horizontal Resin Shed

★ ★ ★ ★ (367) Write a Review Questions & Answers (64)

- This compact storage shed can hold two 32 gallon trash cans
- Double doors and easy access hydraulic lid
- Easily move it anywhere for indoor or outdoor storage

**\$109<sup>94</sup>** /each ~~\$137.16~~  
Save \$27.22 (20%)

Quantity

Not in Your Store - We'll Ship It There

We'll Deliver It to You

Add to Cart

Add to Cart

We'll send it to Darien for free pickup

Standard Delivery

Available for pickup  
September 10 - September 13

Get it by  
September 11

[Check Nearby Stores](#)

[Delivery Options](#)

Or buy now with

We're unable to ship this item to:  
AK, GU, HI, PR, VI

Easy returns in store and online  
[Learn about our return policy](#)

Product Overview

The Keter Store-It-Out MIDI is an attractive wooden look texture storage shed that adds a contemporary style to most back yards. It will not rust, dent or peel and requires no maintenance, unlike the wooden versions. It is ideal for all your storage needs, indoors or out and keeps the contents dry and ventilated. It is easy to assemble with common household tools. It is also lockable, though a lock is not included. So, when you're looking for the perfect storage solutions, look no further than Keter for a wide range of home and garden products to suit any space or requirement.

- Wooden look texture
- Built in support for wood shelf
- Optional- metal hinges for easy-opening lid
- Floor panel included
- Can contain two 32 Gal. trash cans
- Ideal for all your storage needs, indoors or out
- Durable - all weather design
- Keeps contents dry and ventilated

SKU#: BMS4700

## 70 cu. ft. The Stow-A

THE STOW-AWAY® Horizontal She  
low-profile design is ideal for plac  
wall resin. It also has a three-door

Steel-reinforced resin constr

Pad-lockable 3-door locking

Gas shocks make it easy to lif



SKU#: BMS3400

### 34 cu. ft. Horizontal

This stylish Horizontal Shed has a construction, this sturdy storage shed allows you reach all corners of the shed with ease.

Durable, multi-wall resin construction.

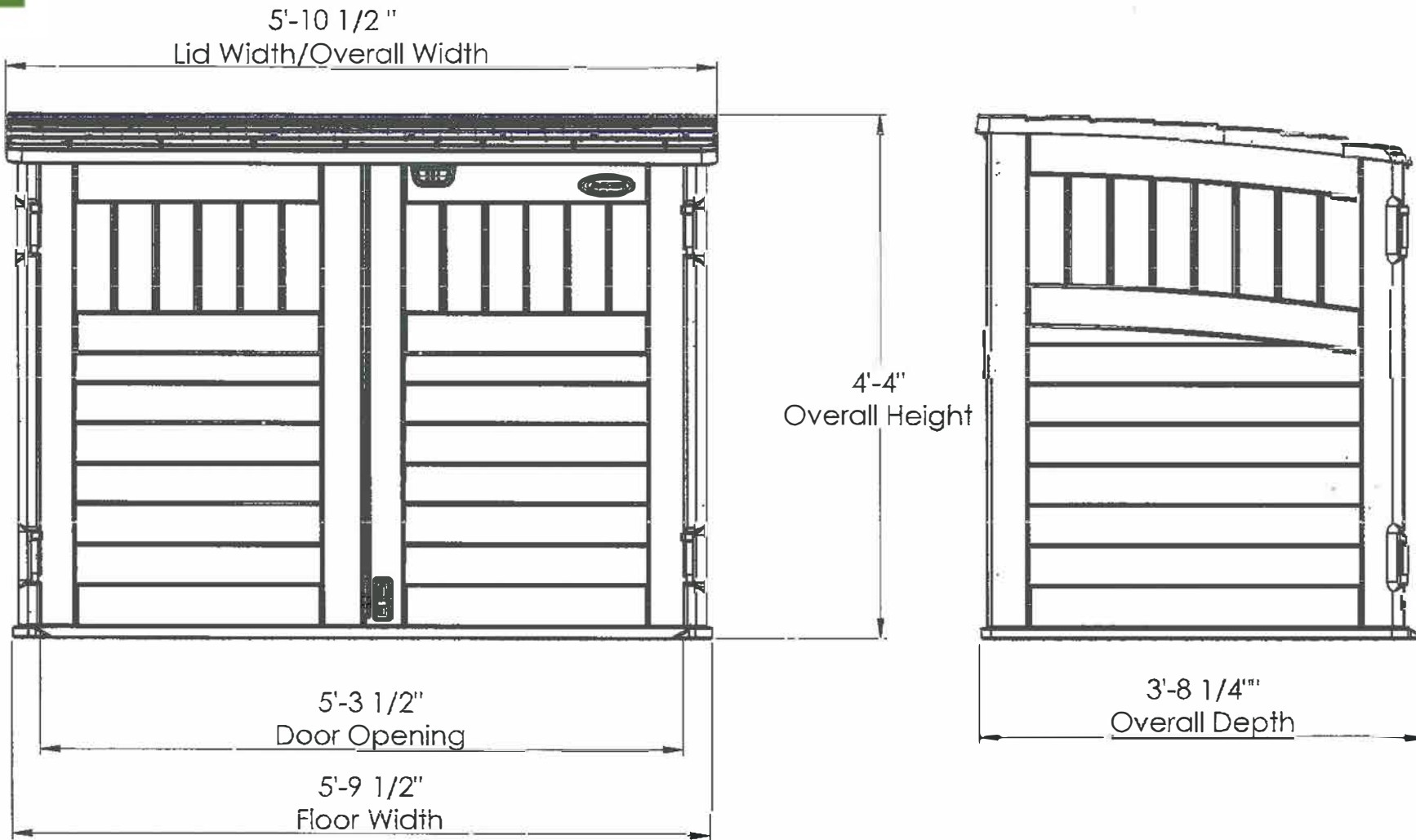
Pad-lockable 3-door locking system.

Reinforced floor supports even heavy loads.





# BMS4700 - FRONT VIEW



## Square Footage:

Interior = 17.5 Sq. ft.

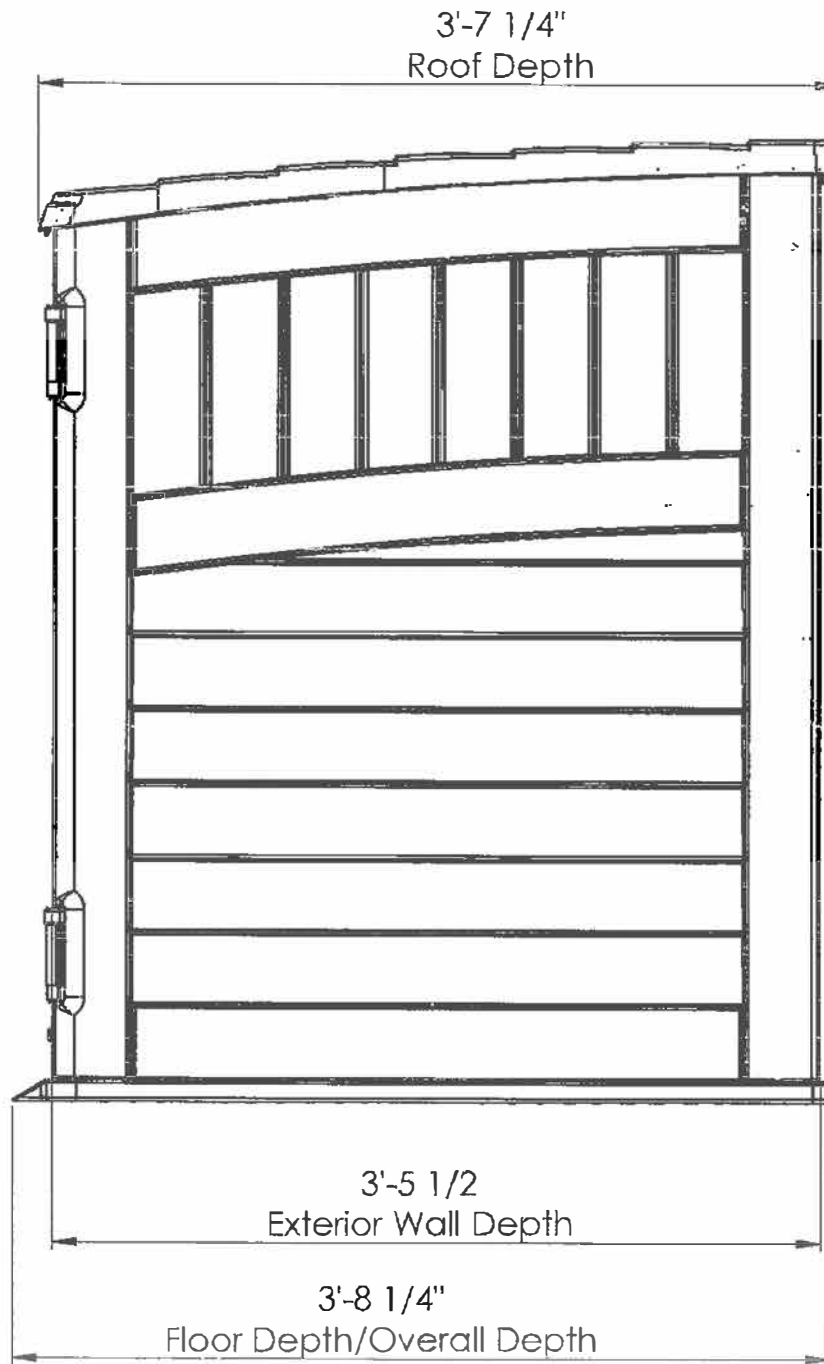
Exterior = 22.3 Sq. ft.

## Total Volume:

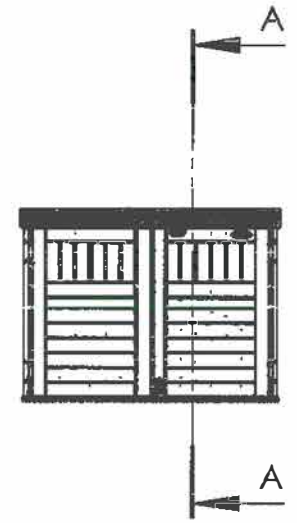
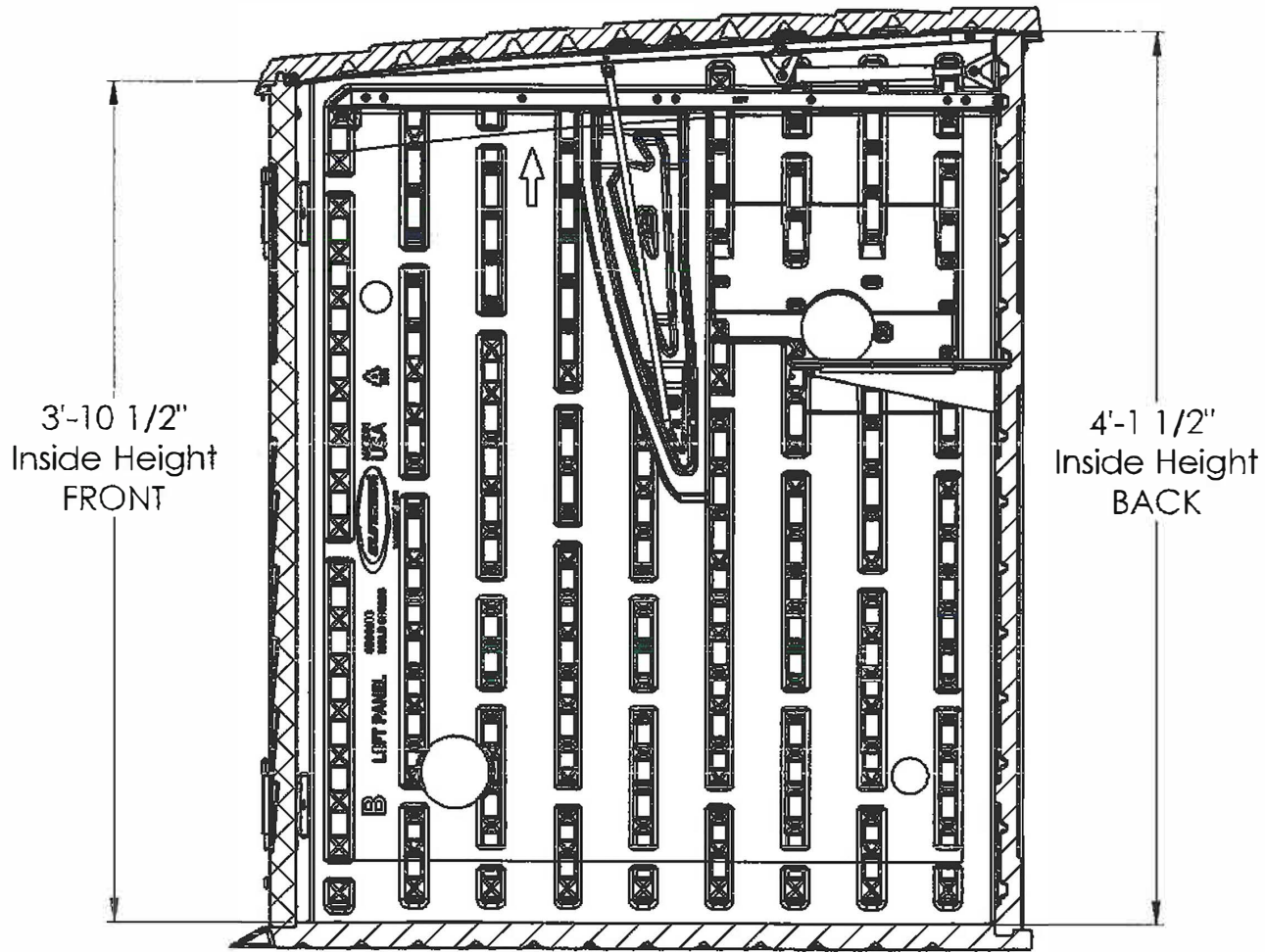
Interior = 70 cu. ft.

Exterior = 90 cu. ft.

BMS4700 - SIDE VIEW

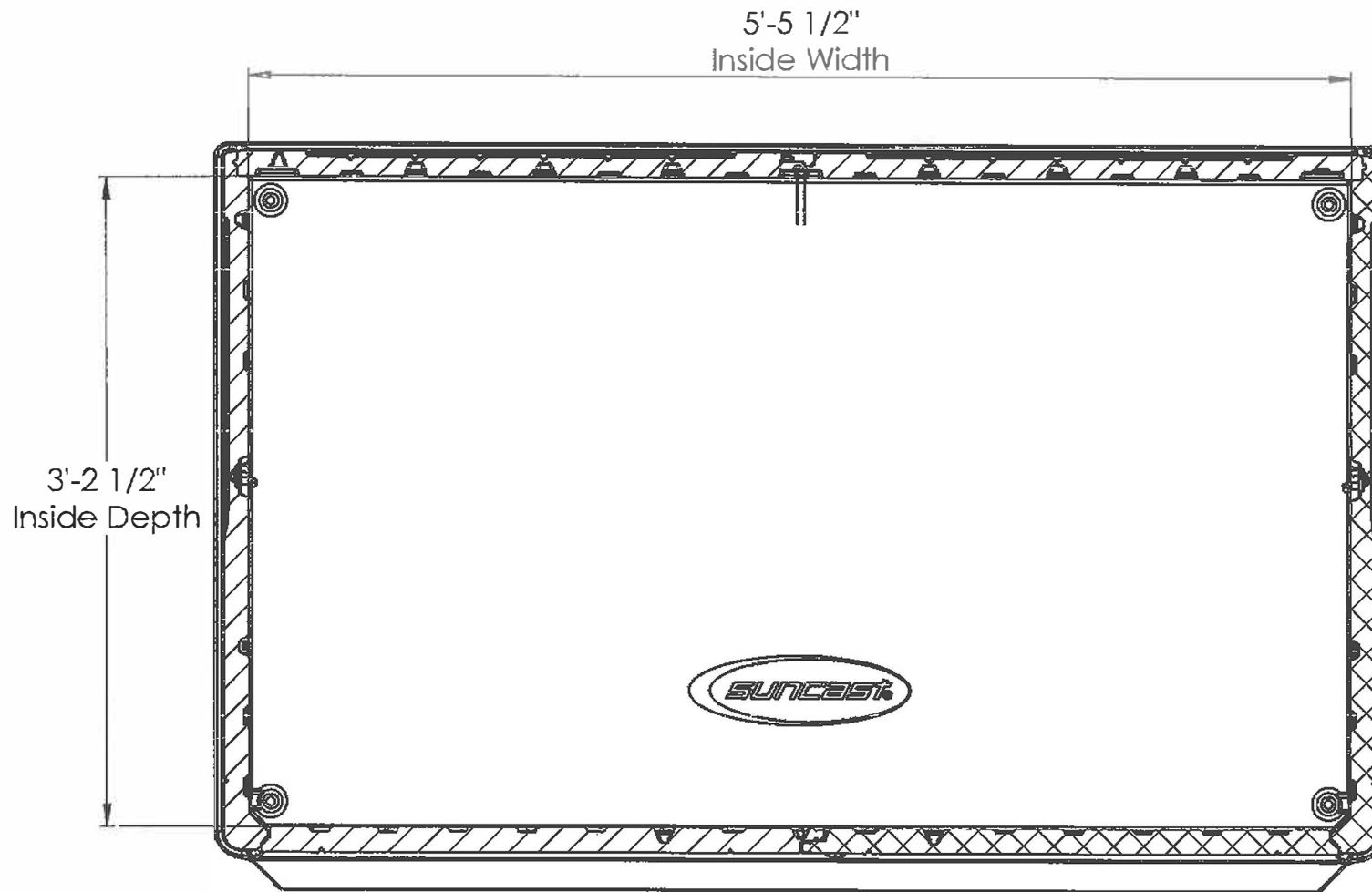


# BMS4700 - SECTION VIEW



SECTION A-A  
SCALE 1 : 10

# BMS4700 - TOP VIEW



SECTION B-B

SCALE 1 : 10



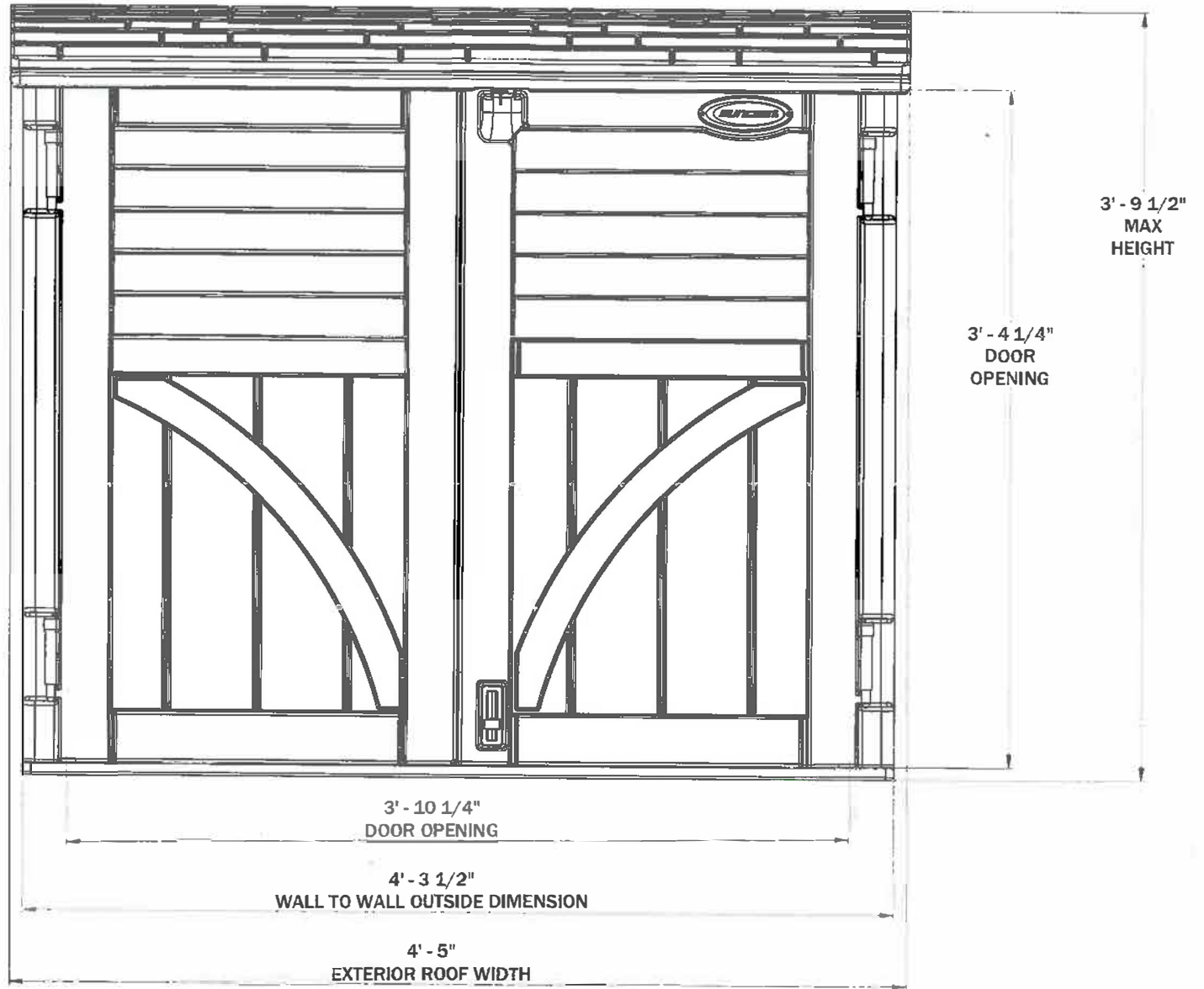
# BMS 3400 FRONT VIEW

## TOTAL VOLUME

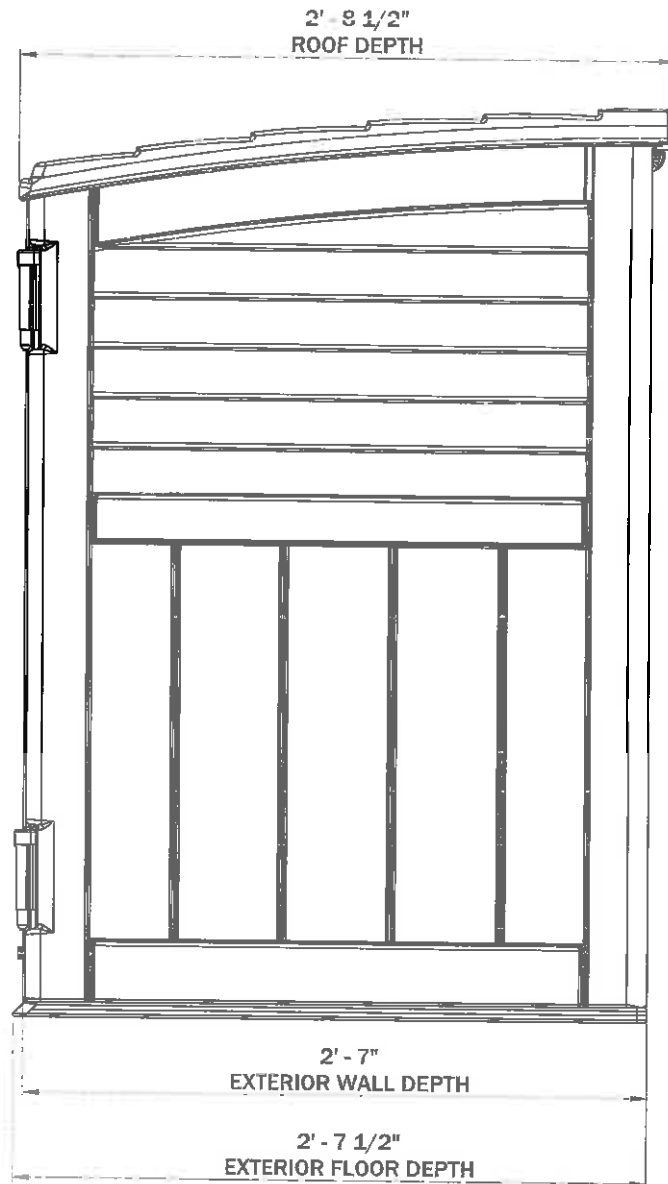
INTERIOR 33.54 cu. ft.  
EXTERIOR 42.00 cu. ft.

## SQUARE FOOTAGE

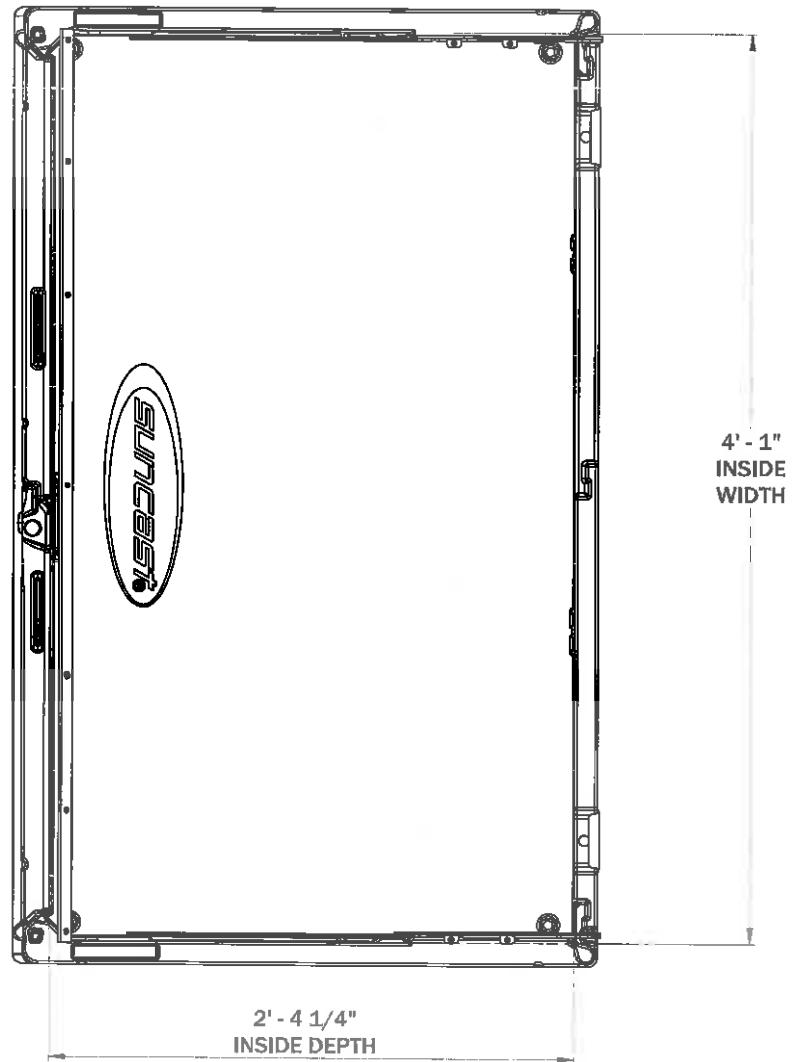
INTERIOR 9.59 sq. ft.  
EXTERIOR 11.23 sq. ft.



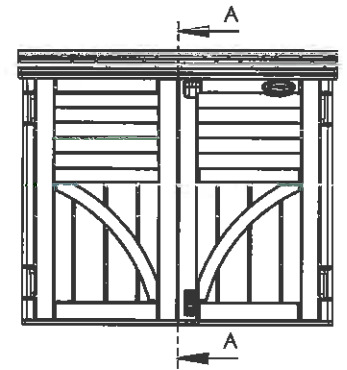
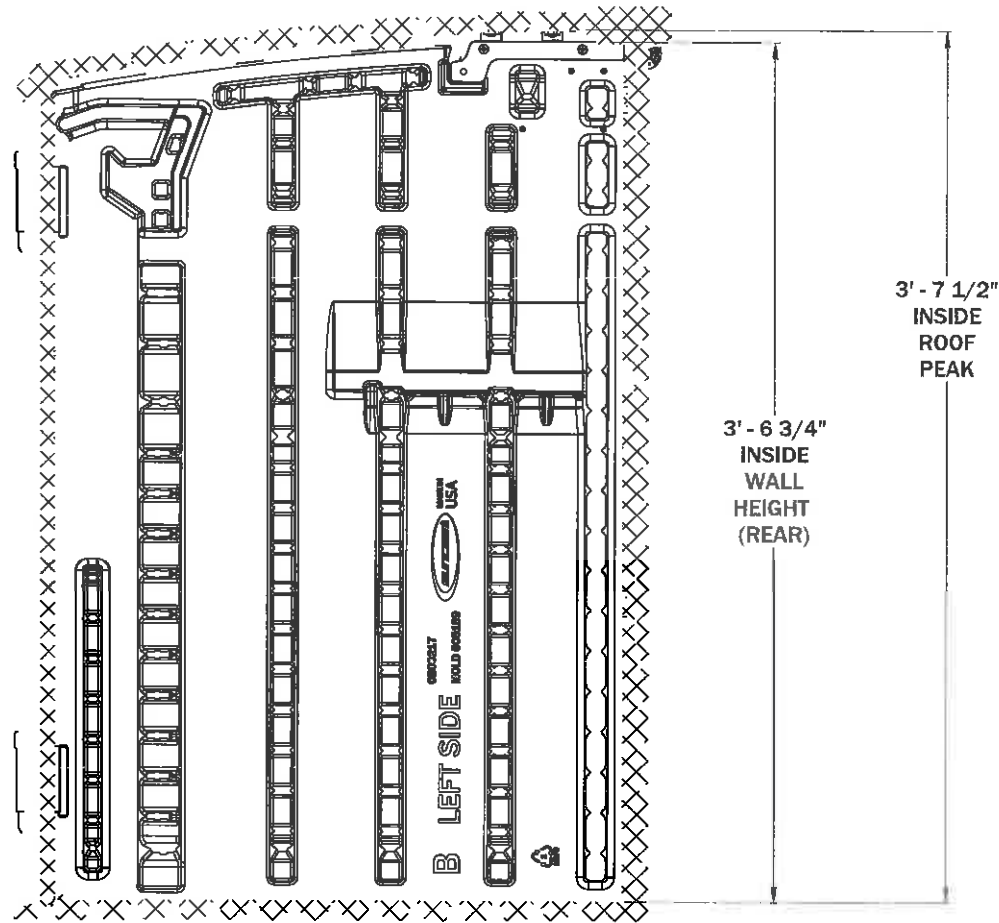
**BMS 3400**  
**SIDE VIEW**



**BMS 3400**  
**TOP VIEW**



**BMS 3400**  
**SECTION VIEW**



**SECTION A-A**  
**SCALE 1 : 6**





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

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

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

**AN ORDINANCE AMENDING SECTION 7-1-5(B)  
OF THE DARIEN CITY CODE TO ALLOW FOR THE PLACEMENT OF  
CITY-APPROVED STORAGE ENCLOSURES FOR REFUSE CONTAINERS  
WITHIN THE FRONT YARD AND SIDE YARD**

---

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

**THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, this  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.**

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

**AN ORDINANCE AMENDING SECTION 7-1-5(B)  
OF THE DARIEN CITY CODE TO ALLOW FOR THE PLACEMENT OF  
CITY-APPROVED STORAGE ENCLOSURES FOR REFUSE CONTAINERS  
WITHIN THE FRONT YARD AND SIDE YARD**

**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:** Section 7-1-5(B) of the Darien City Code is hereby amended by adding the following sentence at the conclusion thereof (new language underscored):

- (B) Refuse, recyclables or compostable materials stored in approved containers such as kraft bags, may be placed on the parkway twenty four (24) hours before the scheduled scavenger service and containers used to store these items shall be removed from the parkway twenty four (24) hours after said scavenger service. It shall be unlawful to place such containers anywhere between the front of the main building, or the side when facing the street, and the street, except during the times specified hereinabove. City-approved containers may be stored between the front of the main building and the street, or between the side of the building and the street when the side of the building is facing the street. The make and model of the approved containers are on file in the City's Building Department.

**SECTION 2:** For purposes of implementing this amendment, the currently-approved containers are manufactured by Suncast Corporation and are Models No. BMS3400 or BMS4700.

**SECTION 3:** This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this \_\_\_\_ day of \_\_\_\_\_, 2019.**

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

AYES \_\_\_\_\_

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this \_\_\_\_ day of \_\_\_\_\_, 2019.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**City Council**  
**March 4, 2019**

**ISSUE STATEMENT**

A resolution authorizing the Mayor to execute a collective bargaining agreement between the City of Darien and the Metropolitan Alliance of Police, Darien Police Chapter #48, May 1, 2018 through April 30, 2022.

**BACKGROUND/HISTORY**

The Darien Police Chapter #48 contacted the City of Darien after the previous agreement expired on April 30, 2018. Over the next several months, staff met and bargained with the police union and came to a tentative agreement. The tentative four year agreement includes:

***Wages***

Union members will receive wage increases of:

Year 1: A 2.75% salary increase	Year 2: A 2.50% salary increase
Year 3: A 2.50% salary increase	Year 4: A 2.50% salary increase

***Insurance***

Union members will pay 20% of insurance versus 18% starting July 1, 2019. At the same time the City will add “Single Plus One” as a third level of insurance coverage.

***Uniform Allowance***

The uniform allowance will increase from \$700 annually to \$900 annually beginning May 2019. The City will pay all unused uniform allowances in a lump sum payment and eliminate the quartermaster system.

***Retroactive Pay***

The City will pay retroactively on all regular and overtime hours.

***Other changes***

There were extensive changes to non-economic (operational) items mostly non-substantive cleanup language. A redline version showing all the changes is included.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approving the contract.

**ALTERNATE CONSIDERATION**

Not approving the contract is an alternate consideration.

**NEGOTIATED AGREEMENT BETWEEN THE  
METROPOLITAN ALLIANCE OF POLICE  
DARIEN POLICE CHAPTER #48**

**AND**

**THE CITY OF DARIEN**

**05/01/2018 through 04/30/2022**

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## PREAMBLE

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

Whenever the male gender is used in this Agreement, it shall be construed to include both males and females equally. [Move from Section 1.4]

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

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

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

## ARTICLE I RECOGNITION

### **Section 1.1 Recognition**

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

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

### **Section 1.2 Probationary Period**

~~As established by~~ The City's Board of Fire and Police Commission (FPC) **shall establish**, the probationary period for officers ~~is twelve (12) months in duration from the date of appointment.~~ Nothing herein shall be construed to modify the FPC's authority to set or modify probationary periods, provided that set probationary periods shall not exceed eighteen (18) months from the date the officer completes his/her academy training. During the probationary period, an officer **who** is subject to discipline, including discharge, **with or without cause and with** has no recourse **through** to the grievance procedure or any other forum **within this Agreement**. ~~It is further agreed that Probationary officers shall be entitled to all other rights, privileges, and benefits conferred by this agreement, except as provisioned throughout this Agreement. previously stated.~~

### **Section 1.3 Fair Representation**

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

### **Section 1.4 Gender** **Moved to Preamble**

### **Section 1.4 Chapter Officers**

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

## **ARTICLE II MANAGEMENT RIGHTS**

### **Section 2.1    Management Rights**

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

## ARTICLE III LAYOFF

### **Section 3.1    Layoff**

The Employer in its reasonable discretion shall determine when and whether lay-offs are necessary. If the Employer so determines that these conditions exist members will be laid off ~~in accordance with their length of service with the Employer as provided in~~ **Illinois Compiled Statutes 65 ILCS 5/10-2/1-1 to 18. Ill. Rev. Stat. Chapter 24 Section 10-2.1-18.** All members shall receive notice in writing of the layoff at least fifteen (15) days in advance of the effective date of such layoffs.

### **Section 3.2    Recall**

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

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

## **ARTICLE IV NO STRIKE CLAUSE**

### **Section 4.1 No Strike Clause**

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

### **Section 4.2 No Lockout**

The **Employer** ~~City~~ will not lock out any ~~employees~~ **members** during the term of this Agreement as a result of a labor dispute with the Chapter.

### **Section 4.3 Judicial Restraint**

Nothing contained herein shall preclude the **Employer** ~~City~~ or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

### **Section 4.4 Discipline of Strikers**

Any ~~officer~~ **member** who violates the provisions of Section 4.1 of this Article shall be subject to disciplinary action and statutory penalties. Any action taken by the Employer against any ~~officer~~ **member** who participates in any action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure.

**ARTICLE V  
COMPENSATION AND HOURS OF WORK**

**Section 5.1. Compensation and ICMA.**

~~Compensation of the Police Officers of the City of Darien shall be paid according to Appendix A attached hereto and by reference incorporated herein. Said compensation shall be effective May 1, 2010 and any and all retroactive pay shall be distributed to the officers in a lump sum on or before 30 days after the date of execution of this agreement.~~

~~Effective January 1, 2002 all employees covered by this Agreement, including patrol officers and sergeants, shall be allowed to participate in the City provided ICMA program. All employees shall be given matching funds up to twelve hundred dollars (\$1,200.00) per year.~~

[Language the same – broken into two paragraphs 5.1a & 5.1b – below.]

**Section 5.1 Compensation**

**Section 5.1a Regular Compensation**

~~Member~~ compensation of the Police Officers of the Employer of Darien shall be paid according to Appendix A attached hereto and by reference incorporated herein. Said compensation shall be effective May 1, ~~2010~~ 2018.

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

From 01/29 negotiations
-------------------------

**Section 5.1b ICMA Contribution**

~~Effective January 1, 2002 all employees~~ **Members** covered by this Agreement, including patrol officers and sergeants, shall be allowed to participate in the **Employer** City provided ICMA program. All ~~employees~~ members shall be given matching funds up to twelve hundred dollars (\$1,200.00) per year.

~~**Section 5.2. Longevity.**~~ [Renumbered under the Section of compensation - below.]

**Section 5.1c Longevity Pay**

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

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

~~Officers promoted from the rank of Patrolman to the rank of Sergeant shall be paid at the Sergeant's salary step closest to but greater than the officer's last Patrolman salary step.~~

[Renumbered and edited under its own Section, Section 5.1d - below.]

#### **Section 5.1d Sergeant Pay**

~~Officers promoted from the rank of Patrolman officer to the rank of Sergeant shall be paid at the Sergeant's salary step closest to, but greater than, the sergeant's last Patrolman salary step.~~

Sergeants with less than five years seniority within the rank of sergeant will be paid at the less than five year rate on Appendix A. Sergeants with five or more years of seniority at the rank of sergeant shall be paid at the greater than five year rate on Appendix A.

#### **Section 5.1e Overtime Pay**

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

#### **Section 5.10. Acting Shift Commander/Field Training Officer Compensation.**

~~Patrol Officers assigned as Acting Shift Commander shall receive an additional three dollars and sixty cents (\$3.60/hr.) effective the date of the arbitration award (12/10/08), three dollars and seventy five cents (\$3.75/hr.) effective May 1, 2009 for each hour worked as Acting Shift Commander, with a minimum assignment length of two (2) hours. The parties agree that Acting Shift Commander Officers shall be selected first in order of rank from the last available sergeants promotional list whether said list is expired or not and second to be selected by the on duty Sergeant.~~

Above moved and edited to its own section under compensation. See Section 5.1f below.

~~Effective date of signing, all Field Training Officers shall receive one (1) hour at the officer's overtime rate of pay (one and one-half times the officer's regular hourly rate of pay) for each eight (8) hour shift when acting as a Field Training Officer.~~

Above moved and edited to its own section under compensation. See Section 5.1g below.

#### **Section 5.1f Officer in Charge Compensation**

Patrol Officers assigned as Officer in Charge (OIC) shall receive an additional three dollars and seventy-five cents (\$3.75) per hour for each hour worked as an OIC. The minimum length for an OIC assignment shall be two (2) hours.

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

#### **Section 5.1g Field Training Officer Compensation**

All Field Training Officers shall receive one (1) hour at the officer's overtime rate of pay for each eight (8) hour shift when assigned a probationary officer.



**Section 5.3. Normal Work Hours.**

~~All officers covered by this agreement will work an eight (8) hour day, including a forty five (45) minute paid meal period. Any hours worked in addition to the above shall constitute overtime and shall be paid at the rate of one and one half (1 1/2) times the Officers current rate of pay. All Officers covered by this Agreement will be compensated at the rate of one and one half (1 1/2) times the Officers current rate of pay for any days that Officer works in excess of the dates scheduled for regular shift.~~

1<sup>st</sup> sentence move to  
5.2a Normal Work Hours

Remainder of paragraph moved to  
5.2b Overtime Work Hours

~~Officers assigned to the Patrol Division shall work a twenty eight (28) day shift with eight (8) scheduled days off per shift. Patrol Division will rotate from day shift (0700-1500 hours) to midnight shift (2300-0700 hours) to afternoon shift (1500-2300 hours). A Power Shift will work such hours as are assigned by the Chief of Police from time to time in accordance with the needs of the Department. Sergeant's shifts will rotate with the patrolman's shifts. All shift schedules shall be posted no later than ten (10) days prior to the commencement of that schedule.~~

Moved to  
5.3a Scheduling

Last sentence deleted. In conflict  
with paragraph 6 of this section.

~~Any medical testing or evaluations required by the Darien Police Department or City of Darien shall be arranged during the officer's normal work hours. If the medical evaluation cannot be arranged during the Officer's normal work hours, the officer will be allowed to switch shifts to accomplish the medical evaluation. The officer shall be allowed to accomplish the medical evaluation on the officer's off time or during allotted court time and any expenses incurred by the officer shall be reimbursed by the City of Darien. The eye exam shall be at an optometrist located within the City limits or one who has been previously approved by the Chief of Police.~~

Paragraphs 3, 4 & 5 moved to  
Section 15 – Health, Dental,  
Optical & Life Insurance

~~The annual eye exam currently required by the City of Darien can be complied with at any time during the calendar year. The City agrees to schedule at least three (3) health fairs scheduled to accommodate shift hours and to allow all covered officers to exchange shifts to take advantage of the exams offered at these health fairs.~~

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

~~Officers with approved vacation will be given first consideration for weekends off in conjunction with their vacation. The scheduling officer will then make every reasonable attempt to provide each officer with at least one (1) weekend off per shift and then will make every reasonable attempt to satisfy as many~~

Moved to  
Section 5.3b  
Day Off Selection

Last sentence moved to 5.3c

~~specific day off requests as possible. Consideration for days off will be given to the request of individual officers by seniority, provided specific requests are made no later than ten (10) days prior to the start of the affected shift. Requests for specific days off submitted later than ten (10) days prior to the start of the shift will not enjoy the priority of seniority. Sergeants shall have the schedule posted no later than (7) seven days prior to the start of the upcoming shift. All requests for days off are subject to the manpower requirements of the Department.~~

~~If in the discretion of the Chief the Sergeants are required to select shift that selection shall be done on a seniority basis utilizing first time in rank and if that results in a tie, then start date with the employer.~~

Moved to  
Section 5.3a Scheduling

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

Moved to  
Section 5.3c Posting of Schedules

## **Section 5.2 Work Hours**

### **Section 5.2a Normal Work Hours**

All **members** officers by this agreement will work an eight (8) hour day **which includes** including a forty-five (45) minute paid meal period. "Hours worked" shall include all hours actually worked and any paid leave of absence which shall include, but shall not be limited to, sick leave, vacation leave, holiday leave and authorized paid time off.

Moved from  
Section 5.3a Hours Worked

### **Section 5.2b Overtime Work Hours**

Any hours worked in addition to the above **normal work hours** shall constitute overtime and shall be paid at the rate of one and one-half (1 ½) times the **members** officers current rate of pay.

~~Members officers covered by this agreement will be compensated at the rate of one and one-half (1 ½) times the **members** officers rate of pay for any days that **members** officers works in excess of the dates scheduled for regular shift.~~

## **Section 5.3 Patrol Shift Schedules**

### **Section 5.3a Scheduling**

**Members** officers assigned to the Patrol Division shall work a twenty-eight (28) day shift with eight (8) scheduled days off per shift. Patrol Division will rotate from day shift (0700-1500 hours) to midnight shift (2300-0700 hours) to afternoon shift (1500-2300 hours) ~~every 28 day period.~~

A Power Shift will work such hours as are assigned by the Police Chief from time to time in accordance with the needs of the Department.

Sergeant's shifts will rotate with ~~the patrolman's~~ officer's shifts.

**Shift assignments shall be posted by October 15<sup>th</sup> of the prior year.**

If the Chief decides that sergeants should select a shift, the shift selection shall be done on a seniority basis. If there is equal seniority the tie breaker shall be the sergeant's start date with the employer.

### **Section 5.3b Day Off Selection**

**Members** ~~officers~~ shall provide their specific day off requests to their sergeant no later than ten (10) days prior to the start of the affected shift. Requests for specific days off submitted later than ten (10) days prior to the start of the shift will not enjoy the priority of seniority.

**Members** ~~officers~~ with approved vacation will be given first consideration for weekends off in conjunction with their vacation. The scheduling ~~officer~~ sergeant will then make every reasonable attempt to provide each officer with at least one (1) weekend off per shift. The sergeant will then make every reasonable attempt to satisfy as many specific day off requests as possible. Consideration for days off will be given to the request of individual officers by seniority, provided specific requests are made no later than ~~ten (10)~~ **fourteen (14)** days prior to the start of the affected shift. ~~Requests for specific days off submitted later than ten (10) days prior to the start of the shift will not enjoy the priority of seniority.~~

All requests for days off are subject to the manpower requirements of the Department.

### **Section 5.3c Posting of Schedules**

Sergeants shall post the schedule no later than ~~seven (7)~~ **ten (10)** days prior to the start of the upcoming shift.

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

### **Section 5.3d Shift Trades**

**Members** ~~An officer~~ shall be permitted to exchange shifts with another **members** ~~officers~~ subject to the approval of the Police Chief or his/her designee. **Members** ~~officers~~ shall be permitted to change shifts provided:

Moved from Section 5.8 Shift Assignments
---

1. The change does not result in additional overtime compensation being paid to any **of the members involved in the shift change.** [MAP to Caucus]
2. The **member** ~~officer~~ requesting said change provides the Police Chief or his/her designee with the reason for the request.
3. The members changing shifts will forfeit seniority for vacation picks only on the new shift.

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

First Offense:      Written Warning

Second Offense: Written warning or suspension of the right to exchange shifts for no longer than six (6) months.

Third Offense: Written warning or suspension of the right to exchange shifts for no longer than twelve (12) months.

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

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

These four paragraphs due to 01/29 negotiations

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

Members are not allowed to “take time off of a schedule” and work banking the compensatory time.

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

### **Section 5.3e Work Breaks**

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

Moved from  
Section 5.7 Shift Assignments

### **Section 5.4 Schedule Committee**

The parties agree that they shall form a committee to evaluate and implement a new schedule. Said committee shall be comprised of the Chief, one commander, one (1) sergeant and two (2) officers. The sergeant and the two officers shall be selected by members of the Chapter. Said committee’s decision shall be by unanimous vote.

Moved from  
Section 5.3 Scheduling Committee

### **Section 5.5 Overtime**

The Chief of Police or his designee shall have the right to require overtime work. Except in emergencies, such overtime assignments shall be as follows:

#### **Section 5.5a Non-Scheduled Patrol Division Overtime**

Any overtime work requested in the Patrol Division with less than eight (8) hour notice before said overtime is actually worked shall be considered non-scheduled overtime. ~~The watch commander~~ If deemed necessary to fill an assignment with overtime the on-duty sergeant/OIC

~~shall be responsible for filling the shortage with overtime. and shall first offer part or all of the overtime assignment to the on duty shift. If it is necessary to hold an officer over from a prior shift, or to call an officer in early from the next shift, selection will first be requested by seniority. If no officer volunteers, and it should be necessary to order an officer to stay or report in early, then overtime will be ordered in the basis of reverse seniority. Officers on vacation need not be requested to work non-scheduled overtime, except in case of emergencies.~~

If a sergeant is not assigned to work during the period in which the overtime is needed, the overtime will offered to the sergeants first, in the following order:

1. To the sergeant(s) working the on-duty shift by seniority.
2. If the overtime is not accepted the overtime will be offered to sergeants according to the following order by seniority within the shift:
  - a. Day Shift Shortage                      day, midnight, afternoon
  - b. Afternoon Shift Shortage              afternoon, day, midnight
  - c. Midnight Shift Shortage                midnight, afternoon, day

If the overtime is not accepted by any of the sergeants the overtime will be offered to officers as prescribed below.

If a sergeant is assigned to work during the period in which the overtime is needed, or none of the sergeants elected to work the overtime, the overtime will be offered to officers in the following order:

1. To the officers working the on-duty shift by seniority.
2. If no officer accepts the overtime assignment the overtime assignment will be offered to the sergeant(s), if applicable, working the on-duty shift by seniority.
3. If no member volunteers, and it should be necessary to order an officer to stay or report in early, then overtime will be ordered in the basis of reverse seniority of officers working the on-duty shift.

### **Section 5.5b Scheduled Patrol Division Overtime**

Any overtime work requested in the Patrol Division with more than eight (8) hour notice prior to the working of said overtime shall be considered scheduled overtime. **If deemed necessary to fill an assignment with overtime the on-duty** sergeant/OIC shall be responsible for filling the shortage with overtime. ~~Scheduled overtime shall be offered by seniority first to the officers on a regular day off status assigned to the affected shift. In the event that no officer volunteers, the overtime shall be offered to officers on the other shifts, according to the following procedure:~~

~~Day Shift shortage— day, midnight, afternoon  
Afternoon Shift shortage— afternoon, day, midnight  
Midnight Shift shortage— midnight, afternoon, day~~

~~In the event that no patrol division officer accepts the overtime assignment, the supervisor may then offer the assignment to officers assigned outside the patrol division. For purposes of these~~

~~Section, Officers assigned to the power shift shall be considered as working the afternoon shift, working the regular patrol shift with the closest matching hours (if the power shift starts halfway through or earlier it shall be attached to the prior shift, if the power shift starts after the halfway point it shall be attached to the following shift). If no patrol division or patrol officer assigned outside of the patrol division accepts the overtime assignment, then overtime will be ordered on the basis of reverse seniority IN THE PATROL DIVISION.~~

Scheduled overtime shall be offered as prescribed below:

1. If a sergeant is not assigned to work during the period in which the overtime is needed, the overtime will be offered to the sergeants by seniority in the order described in number two below.
2. If a sergeant is working, or available sergeants declined the offer of overtime, the overtime shall be offered to officers according to the following order:
  - a. Day Shift shortage                      day, midnight, afternoon
  - b. Afternoon Shift shortage              afternoon, day, midnight
  - c. Midnight Shift shortage                midnight, afternoon, day
3. If no officer accepts the overtime assignment, then overtime will be offered to the sergeants as prescribed in number two above, if applicable.
4. If no member accepts the overtime then the overtime will be ordered by reverse seniority of the available officers within the patrol division.

For purposes of this section (5.5b), officers assigned to the power shift shall be considered as working the afternoon shift, working the regular patrol shift with the closest matching hours (if the power shift starts halfway through or earlier it shall be attached to the prior shift, if the power shift starts after the halfway point it shall be attached to the following shift).

**Section 5.5c Special Detail / Assignment Overtime**

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

Renumbered from Section 5.5F Overtime Assignments: Specialty Details
--

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

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

**Section 5.5d Acceptance of Overtime Assignment**

In order to accept an overtime assignment, members must be available for the length of the assignment.

Renumbered from Section 5.5c Acceptance of Overtime Assignment

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

**Section 5.5 (d). Overtime Assignments – Sergeants.**

~~When overtime assignments are on a shift where a sergeant is on duty, the overtime will be offered to patrolmen first as prescribed above. When overtime assignments are on a shift where no sergeant is on duty, the overtime will be offered to the sergeants first, as prescribed above.~~

Eliminated as each section 5.5a, b & c describes order including sergeants

**Section 5.5 (g). Overtime Eligibility List.**

~~It shall be the duty of the senior union representative to prepare a single roster of Patrol Officers' overtime eligibility on each of the patrol shifts incorporating all conditions of this contract. The list shall be made available to the Chief of Police or his designee 24 hours in advance of the first shift of each new 28 day shift period.~~

Eliminated as has never been done.

**Section 5.5e Overtime Eligibility**

Members shall be eligible/offered overtime assignments when on scheduled days off. Members cannot be forced for scheduled overtime or detail overtime assignments when scheduled off on vacation days, with the exception of Section 7.7. Members cannot be forced for scheduled overtime or detail overtime assignments when the member is scheduled off on weekend days in conjunction with a five (5) day vacation and/or personal days.

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

**Section 5.5f Call Back Overtime**

Any member who is called back to work on an assignment which does not continuously precede or follow a member's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater. Call back overtime does not apply to members who voluntarily accept a portion of an overtime assignment from another member as outline in Section 5.5d.

**Section 5.5g Court Overtime**

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

Renumbered from Section 5.6 Court Overtime

Any member who is required to standby for court appearance on off-duty time shall receive as compensation one (1) hour overtime pay per day for said standby. The standby hour shall be designated as from 11:30 a.m. to 12:30 p.m. Hours compensated as standby shall not be counted as hours worked and further, the member is not entitled to compensation unless the standby is authorized by the Police Chief of his/her designee.

**Section 5.5h Meeting Overtime**

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

Renumbered from  
Section 5.9 Meeting Overtime

**Section 5.5i Compensatory Time**

In lieu of overtime pay, a member may earn compensatory time at a rate equal to one and one-half (1 ½) hours for each overtime hour worked in accordance with the provisions of Section 5.5.

Renumbered from  
Section 5.11 Compensatory Time

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

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

Requests for use of compensatory time will be subject to approval by the member's supervisor taking into account work needs of the Department. ~~Requests for compensatory time must be made at least three (3) days in advance, unless approved by the Officer's supervisor.~~ The Police Chief or his/her designee will not unreasonably withhold permission for the utilization of compensatory time off.

Requests for payment of accumulated compensatory time shall be submitted in writing to the Police Chief or his/her designee.

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

**Section 6.1 Fair Share**

~~During the term of this Agreement, Police Officers who are not members of the Chapter shall pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the members covered by this Agreement. Such fair share fee shall be deducted by the Employer from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Employer a list of the officers and sergeants covered by this Agreement who are not~~

Sections need renumbering  
From US Supreme Court Decision  
in Janus v. Illinois



~~members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.~~

### **Section 6.2 Dues Deductions**

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

### **Section 6.3 Indemnity**

The Chapter hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article. The Chapter shall reimburse the Employer for all legal costs that arise out of, or by reason of action, taken or not taken, by the Employer in compliance with the provisions of this Article. There shall be no indemnification if the Employer initiates a challenge to the payments made under Section 6.1 or 6.2.

### **Section 6.4 Revocation of Dues**

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

### **Section 6.5 Bulletin Boards**

The Employer shall provide the Chapter with designated space on available bulletin boards, upon which the Chapter may post its official notices.

### **Section 6.6 Labor-Management Meetings**

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed ~~between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer.~~ **Labor-Management Meetings shall consist of the Chapter Board and responsible administrative representatives of the Employer, as determined by the Employer.** Such meetings may be requested by either party at least seven (7) days in advance by placing in writing (e-mail) a request to the other for a Labor-Management Meeting. The party calling for the Labor-Management Meeting shall expressly provide a specific agenda for Labor-Management Meetings. Labor-Management Meetings times and locations shall be mutually agreed upon. ~~shall be limited to:~~

- a. ~~discussion on the implementation and general administration of this agreement;~~
- b. ~~a sharing of general information of interest to the parties; and~~
- e. ~~safety issues.~~

Specific grievances being processed under the grievance procedure shall not be considered at Labor-Management Meetings or shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at Labor-Management Meetings.

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

## **ARTICLE VII VACATION**

### **Section 7.1 Vacation Eligibility and Allowances**

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

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

These next five paragraphs moved from 7.3 Scheduling Paragraph 2

Subject to the approval of the Chief (designee), a maximum of five (5) vacation days may be carried over to the following calendar year. When the member has carried vacation time to the following year, the member must use the vacation days or, where applicable, request to be reimbursed for those days, in the first quarter of the year or the vacation days carried over shall be lost.

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

~~Subject to Chief's approval, Employees may take two (2) vacations, earned in different years, back to back.~~

Members eligible for more than one week of vacation may, at their option and with the approval the Police Chief or his/her designee, take one (1) week in daily increments. All other weeks due must be taken in weekly increments.

### **Section 7.2 Vacation Pay**

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

### **Section 7.3 Vacation Scheduling**

Members shall be allowed vacation time off in accordance with Police Department manpower requirements.

Sign-up for annual vacations will begin on November 1 and end on December 31 of the prior year, following below procedure:

1. A sign-up sheet will be posted by October 15<sup>th</sup> providing each member a date to select

vacation.

2. Dates will be assigned according to shift seniority, with the most senior member on each shift being assigned the first date.
3. Members may not sign-up prior to their assigned date unless all members ahead of them have either signed up or waived their selection.
4. Members who miss their sign-up date may sign-up at their earliest opportunity, however, no bumping of those already signed up will be allowed.
5. Members not selecting their vacation during the sign-up period may still request vacation at any time, however, no bumping will be allowed. The member must select unfilled days.

No vacation days may be taken without prior notice to and approval of the Police Chief or his/her designee.

Vacations selected during the initial bid period shall have priority usage over all other leave time and scheduled activities including, but not limited to, training, meetings etc., except during Darien Fest.

Vacations taken in week long intervals will be allowed to include the week-end before and after such vacation as the member's regular days off.

Single personal days and vacation days cannot be taken on holidays unless:

1. The new schedule has been posted, and
2. Manpower permits.

A personal/vacation day or days or any combination thereof when taken on a holiday or holidays must be tied to an entire week of vacation that the holiday or holidays fall on.

Vacations may be canceled prior to the effective shift schedule being posted, but cannot be canceled after the effective shift schedule has been posted.

#### **Section 7.4 Vacation Buy Back**

~~Officers who have earned three (3) weeks of vacation may, at their option and with the approval of the Chief or his designee, may "sell" the third week back to the City and work during that time period for regular time compensation. Officers who have earned four (4) or more weeks of vacation may, at their option and with the approval of the Chief or his designee, may "sell" the third and/or fourth week(s) back to the City and work during that time period for regular time compensation.~~

This paragraphs moved from 7.3 above and given its own section #

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

### **Section 7.5   Vacation Accrual Schedule**

Vacation leave shall be earned during the employment year **with the Employer as a police officer**, anniversary date to anniversary date, (anniversary date shall mean date of hire) at the following rates:

- One Week: Six (6) months of service for a period of time prior to each member's anniversary date in the year in which the vacation is to occur. After 12 months of service, one additional week is earned. (The first earned week may be held over and be taken after the additional week is earned.)
- Two Weeks: Two (2) or more full years of service for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.
- Three Weeks: Five (5) or more full years of service for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.
- Four Weeks: Ten (10) or more years of service for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.
- Five Weeks: Twenty (20) or more full years of service for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.

### **Section 7.6   Vacation Accumulation during Layoff / Unpaid Leave**

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

### **Section 7.7   City Emergency**

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

**ARTICLE VIII  
HOLIDAY AND PERSONAL TIME**

**Section 8.1    Holiday**

**Section 8.1a   Holiday Days**

The following ten (10) days are holidays with pay for all members:

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

**Section 8.1b   Holiday Pay**

Members scheduled to work on a holiday shall do so.

Any member taking an unexcused absence on the day before or after a holiday shall not be paid for that holiday.

Members shall be guaranteed ten (10) paid holidays per year on the following basis:

- a. If a member works on a holiday, either regularly scheduled hours or overtime, compensation will be at two (2) times the member's hourly rate for each hour worked plus eight (8) hours pay for the holiday.
- b. If a holiday falls on a member's regularly scheduled day off or vacation day, s/he will receive compensation equivalent to eight (8) hours at base rate pay in lieu of a day off.
- c. Members assigned to an administration function (e.g. detective, school liaison, Task Force, light duty) shall observe the City's holiday schedule and shall receive paid days off on those dates.

**Section 8.2    Personal Days**

Members shall receive two (2) paid personal days **on** From previous arbitration **January first of each year of this Agreement.** ~~which will not be deducted from that officer's sick leave bank.~~ Any requests for use of a personal day leave must be approved at least 48 hours in advance and must not conflict with the manpower requirements of the Department. ~~There shall be no carry over of this benefit from year to year. If the personal days are not utilized by any covered Officer during any given year, then the unused personal days will be returned to that officer's sick leave bank.~~

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

## ARTICLE IX LEAVE OF ABSENCE

### **Section 9.1    Absence from Work**

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

Unauthorized absence from work shall be caused for disciplinary action.

Moved from 9.5

### **Section 9.2    Sick Leave**

#### **Section 9.2a    Sick Leave Generally**

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

~~Only full-time Police Officers shall be eligible for the paid sick leave benefit defined herein.~~

#### **Section 9.2b    Sick Leave Verification**

~~The Police Chief may require Any member who called off work due to illness / injury for three days or more shall to submit a physician verification of an illness / injury. For privacy concerns the member may skip the chain of command and provide the verification directly to the Chief in a sealed envelope. After the Chief is satisfied with the verification, s/he shall destroy the notification. For purpose of determining consecutive sick days of three days or more any time off in the middle of sick days shall not be considered. For example a member is sick two days has two regular days off and is sick on the day s/he is to return shall be considered three days sick and requires a doctor's verification. Failure to provide verification of an illness / injury on the date returning to work shall be considered as absence without pay.~~

From bargaining on 02/06

#### **Section 9.2c    Sick Leave Reporting**

Any use of sick leave must be reported to the Chief (designee) ~~member's immediate supervisor~~ not less than one (1) hour before the start of the day shift and not less than two (2) hours before the start of the afternoon shift and the midnight shift. A late report of illness / injury may be accepted and approved by the Chief. A failure to properly report an illness / injury shall be considered as absence without pay.

#### **Section 9.2d    Sick Leave Entitlement**

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

- a. Personal illness or physical incapacity;
- b. Quarantine of an member by a physician;
- c. Illness or injury of an immediate family member of the member (an immediate family member shall be a spouse, parent, child, brother, sister, mother-in-law and father-in-law);

- d. Maternity as directed by a physician; and
- e. Any purpose within the guidelines of the Family Medical Leave Act.

**Section 9.2e Sick Leave Accrual and Usage**

The sick leave benefit shall be accrued at a rate of one calendar day after each full month of service, with a maximum of one hundred and fifty (150) days. Sick pay shall begin to accrue from the date of employment, but shall not be taken until after six (6) months of employment.

Sick time may be used in increments of at least one-half (½) day.

**Section 9.2f Sick Leave Transfer**

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

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

New from 02/06 Bargaining Session
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**Section 9.2g Sick Leave Bonus**

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

**Section 9.2h Sick Leave Payout**

Any member who retires from employment with the Darien Police Department after at least twenty (20) years of service shall be paid 50% one half (½) of his/her unused sick leave at his/her salary at time of retirement with a maximum payout of seventy-five (75) days.

~~The Chapter and the City shall agree upon the establishment of an account to permit the payout of sick time upon retirement into an account to pay for City Health insurance on a pre-tax status, per IRS regulations, to be established by the City.~~

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

**Section 9.3 Funeral Leave**

Time lost from scheduled work due to a death in the member's immediate family shall be paid at the member's regular base rate. Such time off shall not exceed three (3) consecutive days,

one of which days shall be the day of the funeral. The member must notify his/her immediate on-duty supervisor prior to taking any time off for funeral leave.

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

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

#### **Section 9.4 General Leave of Absence**

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

#### **Section 9.5 Military Leave**

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

A member shall be entitled to military leave without pay as a member of an organized reserve unit of the Armed Forces of the United States should such unit be ordered to active duty in a time of National emergency or for training exercises. ~~Such~~ Leave of absence for military reserve training exercises shall not exceed two (2) weeks in each calendar year without prior approval of the Police Chief.

All military leave shall be subject to and in accordance with all applicable Federal Law and the Illinois Serviceman's Employment Tenure Act (330 Illinois Compiled Statues 60/4) (~~Chap. 126 ½, Paragraph 32 et sec, Illinois Revised Statutes~~).

#### **Section 9.6 Jury Duty**

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

#### **Section 9.7 Maternity Leave**

A pregnant member may work up until the birth of the baby as long as she has her physician's permission and as long as her condition does not interfere with her work. The



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

**ARTICLE X  
TRAINING AND EDUCATION**

**Section 10.1 On-Duty Training**

Members attending required training sessions away from the Police Department shall either be offered transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. A member who attends a police related seminar, upon the direction of the Chief, on his/her own time will receive one (1) hour pay for each hour spent in said seminar. Members attending training away from the department shall be compensated for travel time for all hours traveled in accordance with the agreement in Appendix D when the location of the training is outside the city limits of Darien.

Members assigned to in-house training shall be given notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for member covered herein, said members shall be given as much notice as possible as the City receives notice from the training facilities.

Moved from 10.2

**Section 10.2 Off-Duty Training**

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

Moved from 10.1

**Section 10.3 Educational Incentive**

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

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

~~The maximum reimbursement is \$1,500.00 for the term of this contract.~~

Duplicate of second sentence

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

#### **Section 10.4 Travel and Meeting Expense Allowances**

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

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

State-wide conventions, seminars, workshops and conferences may be attended by members or their specifically designated representatives.

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

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

Any member attending any conferences, meeting, seminar or convention and being reimbursed by the Employer or on Employer payroll is expected to conduct themselves in a manner as if they were still at work. Any improper conduct will be treated as if it occurred during regular working hours. The Uniform and Appearance policy shall be applicable to training, meetings, conferences, etc.

Any member attending any conference, meeting, seminar or convention and being reimbursed by the Employer is to submit paid receipts for reimbursable expenses. The Employer's Treasurer will not reimburse expenses which are not documented or which are unreasonable.

## ARTICLE XI GRIEVANCE PROCEDURE

### Section 11.1 **Grievance Definition**

~~It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps:~~ **[Moved to Section 11.2 (new)]**

For the purposes of this Agreement, a grievance is

- a. any dispute or difference of opinion raised by a member or the Chapter against the Employer involving the meaning, interpretation or application of the provisions of this Agreement, and
- b. disciplinary disputes arising from oral reprimands, written reprimands, suspension and termination.

The parties agree that the discipline of oral or written reprimands shall be subject to the jurisdiction to the grievance procedure.

~~Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.~~ **[Moved to 11.2.]**

~~A "grievance" is defined as a dispute or difference of opinion raised by a member an employee(s) or the Chapter Council against the Employer City involving an alleged violation of an express provision of this Agreement.~~ **[Repeat of above paragraph except this one doesn't describe discipline.]**

Any dispute or difference of opinion concerning a matter or issue subject to the jurisdiction of the Darien Fire and Police Commission (FPC) ("Commission") shall not be considered a grievance under this Agreement except as provided below for dispute or difference of opinion concerning discipline. See Article XIII Discipline. The following procedures will apply only to those non-probationary members who have successfully completed the probationary period:

Move to Section 13.2 Discipline
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- a. ~~All discipline involving suspensions without pay of five (5) days or less shall continue to be appealable solely to the FPC Commission, provided that The FPC Commission shall have no authority to increase the term of the suspension issued by the Chief. The City hereby abrogates the authority of the Commission to increase the term of the suspension imposed by the Chief.~~ **[Repeat]**
- b. ~~All discipline involving a proposed suspension of more than five (5) days, or proposed termination of non-probationary employees shall be appealable at the member's choice through this Agreement's Grievance Procedure or through the Police Commission FPC but not both. The member's selection of one forum of review excludes the other.~~ **[Repeat]** ~~If the officer elects to have the discipline reviewed through the Agreement's Grievance Procedure, the Chief shall have the authority to implement the contemplated discipline. If the member opts to have the case heard through the FPC ...~~
- e. ~~In the event a complaint or charge is brought to the Commission FPC by a party other~~

~~than the Chief, the Commission FPC shall refer the matter to the Chief for his/her determination of appropriate discipline, if any, and any appeal of such discipline shall be appealed in the manner prescribed herein.~~

## **Section 11.2 Grievance Procedures**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. [Move from first paragraph.]

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

If the supervisor explains what occurred and the member is satisfied with the explanation, or the supervisor, within his/her authority, "made the member whole" the grievance is complete. The supervisor shall reduce the matter to writing and submit the information to the Chief.

If the supervisor explains what occurred and the member is not satisfied with the explanation, or the supervisor, within his/her authority, cannot "make the member whole" the grievant shall start with Step One.

STEP ONE: The member, or Chapter representative, shall reduce the grievance to writing and submit the information to his/her commander. ~~A member, with or without a Chapter representative, may take up a grievance with the member's immediate supervisor within ten (10) calendar days of its occurrence. If a meeting with the member's supervisor was not possible or failed to occur the member may submit the grievance to the commander and skip the supervisor. The supervisor commander shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days after such discussion~~ receipt of the written grievance to the grievant.

~~If the grievance is adjusted at Step One, the supervisor commander shall notify the Chief and Chapter representative in writing within ten (10) days thereafter the nature of the grievance and its resolution.~~ [Not necessary as above paragraph states responded to grievant in writing.]

If not adjusted in Step One, the grievance shall be ~~reduced to writing and~~ [was reduced to writing in step 1] presented by the Chapter to the Chief within ten (10) calendar days following the receipt of the supervisor's ~~commander's~~ answer in Step One. [Move from Step 2]

STEP TWO: ~~If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Chapter to the Chief of Police within ten (10) calendar days following the receipt of the supervisor's answer in Step One.~~ [Moved to Step 1 last paragraph]

The Chief shall attempt to adjust the grievance as soon as possible. Therefore s/he will schedule a Step Two Meeting with the grievant, Chapter Representative, grievant's immediate supervisor or ~~Shift Commander,~~ preferably the supervisor who made the decision and within ten (10) calendar days after receipt of the written grievance from the Chapter. The Chief shall ~~then~~ render a decision, based on the written grievance and information supplied during the meeting. The Chief shall reduce his/her decision to writing and submit it to the grievant, or Chapter, within ten (10) calendar days of the meeting. The Step Two Meeting ~~referenced herein~~ shall be scheduled

on the grievant's affected officer's duty time or reasonably before or after the officer's grievant's regularly scheduled shift.

If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Mayor or his/her designated representative within five (5) calendar days from the receipt of the Chief's Step Two response to the Step Two procedure. [Move from Step 3.]

STEP THREE: If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Mayor or his designated representative within five (5) calendar days of the receipt from the Chief of Police his response to the Step Two procedure. [Move from Step 3.]

The Mayor, or his/her designated representative A meeting shall be held hold at a Step Three Meeting at a mutually agreeable time and place and for participants shall to discuss the grievance and hopefully come to an equitable solution. If a grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Mayor, or his/her designated representative, shall give the Chapter the Employer's grievant's answer within ten (10) calendar days following their the Step Three Meeting. The Step Three Meeting referenced herein shall be scheduled on the affected officer's grienant's duty time or reasonably immediately before or after the affected officer's grienant's scheduled shift at a time mutually convenient with the Mayor. [Repeat of first sentence.]

If the Chapter is not satisfied with the decision of the Mayor / Designated Representative, the Chapter may appeal the grievance to arbitration by notifying the Mayor in writing within ten (10) calendar days after receipt of the Mayor's Step Four response in Step 4. [Move from Step 4.]

STEP FOUR: If the Chapter is not satisfied with the decision of the Mayor, the Chapter may appeal the grievance to arbitration by notifying the Mayor in writing within ten (10) calendar days after receipt of the Mayor's response in Step 4. [Move from Step 4.]

Grievances will not be submitted for arbitration unless it is sponsored or backed by the Chapter.

Within ten (10) calendar days of receipt of such request for arbitration the Chapter and the Employer shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS), if the Federal Mediation and Conciliation Services is unavailable or unable to hear this dispute then the parties shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. If agreement cannot be reached in the selection of an arbitration service, the choice shall be determined by a coin toss. [Already decided – FMCS then AAA or reword if there is not a preference or there is a discrepancy then a coin toss.] Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Chapter shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. [Loser strikes 1<sup>st</sup> and 3<sup>rd</sup>?] The person remaining shall be the arbitrator.

The Arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and Employer representatives. [Move from a lower paragraph.] The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his/her selection subject to the reasonable availability of Chapter and

Employer representatives. [Order is for the arbitrator to do something – odd to have it in a CBA that s/he isn't a party to.]

~~The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and City representatives. [Move to above paragraph.]~~

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

The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. S/He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the Employer, and shall have no authority to make his a decision on any issue not so submitted to him/her. The arbitrator shall submit in writing his/her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. [Order is for the arbitrator to do something – odd to have it in a CBA that s/he isn't a party to.] In the event the arbitrator finds a violation of the Agreement, s/he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. [No appeal to appellate court?] No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step One † of this grievance procedure.

### **Section 11.3 Fees and Expenses of Arbitration**

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Employer and the Chapter. ~~provided,~~ However, ~~that~~ each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the Employer) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

### **Section 11.4 Forms**

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

### **Section 11.5 General Rules**

Any decision by the Employer not appealed by the member or the Chapter as provided within the time limits specified in each step shall be considered settled on the basis of the latest decision and shall not be subject to further appeal. Any grievance not answered by the Employer within the time limits specified in each step shall be automatically appealed to the next step. [This doesn't make sense – so if I don't answer it is automatically appealed to mayor – how does that work? Also there is a number of issues moving from mayor to arbitration, yet this states automatically. This also contradicts the prior sentence that states last answer prevails.] However, time limits at each step may be extended by mutual written agreement of the Chapter and the Employer.

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

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

**Section 11.6 Notice of Union Representation**

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

**Section 11.7 Rights of Chapter**

Nothing herein shall interfere with the rights of the Chapter as set forth in Section 6 (b) of the Act. [What act?]

**ARTICLE XII  
NON-DISCRIMINATION**

**Section 12.1 Non-Discrimination**

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

~~The above Section 12.1 shall be subject to the grievance procedure through Step 3, but shall not be subject to arbitration under the grievance procedure~~ Step 4.

**Section 12.2 Chapter Activity**

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

**ARTICLE XIII  
DISCIPLINE**

**Section 13.1 Procedure of Discipline**

If the Employer has reason to discipline a member, management it will make every effort to do so in a manner that will not unduly embarrass the member before other fellow employees or members of the public.

When any complaint, is made against a member and said complaint is not sustained for any



reason (e.g. unfounded, **exonerated**, or ~~not sustained~~ **unsubstantiated**), no reference of the complaint shall be made to the City of Darien Board of Fire and Police Commissioners either verbally or in written form. Such complaint will not be used in the determination of promotions or assignments.

### **Section 13.2 Jurisdiction of the Fire and Police Commission**

Notice of ~~said~~ disciplinary action shall be provided in writing to the member.

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

Disciplinary action or termination are subject to the jurisdiction of the Board of Fire and Police Commissioners (FPC) according to the applicable State law as described ~~within the grievance procedure and these procedures~~. The following procedures will apply only to those **non-probationary** ~~members who have successfully completed the probationary period:~~

Move from 11.1 Grievance Procedures
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- a. All discipline involving suspensions without pay of five (5) days or less shall ~~continue to~~ be appealable solely to the FPC ~~Commission provided that~~. The **FPC** ~~Commission~~ shall have no authority to increase the term of the suspension issued by the Chief. ~~The City hereby abrogates the authority of the Commission to increase the term of the suspension imposed by the Chief.~~ **[Repeat]**
- b. All discipline involving a proposed suspension of more than five (5) days, or proposed termination of ~~non-probationary employees~~ shall be appealable at the member's choice through this Agreement's Grievance Procedure or through the ~~Police Commission~~ **FPC** but not both.
  1. If the officer elects to have the discipline reviewed through the Agreement's Grievance Procedure, the Chief shall have the authority to implement the contemplated discipline.
  2. If the member opts to have the case heard through the **FPC** procedures established in the FPC's Rules and Regulations shall be followed.
- c. In the event a complaint or charge is brought to the ~~Commission~~ **FPC** by a party other than the Chief, the ~~Commission~~ **FPC** shall refer the matter to the Chief for his/her determination of appropriate discipline, if any. Any appeal of such discipline shall be appealed in the manner prescribed herein.

### **Section 13.3 Written Reprimand**

~~In cases of written reprimand, notation of such reprimand shall become a part of the member's personnel file and a copy given to the member. The member will be given the opportunity to submit his/her written response outlining his/her point of view in regards to the incident. The member's written response will be attached to and remain part of the letter of reprimand as long as the reprimand remains in his/her file.~~

**Section 13.4 Purge of Personnel File**

~~Any written reprimand shall be removed from the member’s record, if, from the date of the last reprimand, twelve (12) months have passed without the member receiving an additional reprimand or discipline for the same or substantially similar offenses. Notwithstanding the above record of such discipline may be introduced when relevant at a disciplinary proceedings before the Board of Fire and Police Commission or disciplinary grievance.~~

**Section 13.5 Personnel File**

The Employer agrees to abide by the lawful requirements of the Personnel Records Review Act, **820 ILCS 40/ of the Illinois Compiled Statutes**, ~~Chapter 48, Article 2001 et seq. of the Illinois Revised Statutes.~~ Any Brady related material shall be exempt from destruction, but after two years it shall not be used in promotional considerations.

**ARTICLE XIV  
INVESTIGATIONS CONCERNING OFFICERS**

**Section 14.1 Right to Investigate**

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

**Section 14.2 Right to Drug & Alcohol Testing**

During an investigation concerning an “officer involved shooting,” the law, 50 ILCS 727/1, shall be followed.

**ARTICLE XV  
**HEALTH, HOSPITALIZATION DENTAL, OPTICAL & LIFE INSURANCE****

**Section 15.1 Health Insurance Hospitalization**

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

Contribution for medical insurance shall be as set forth herein:

- ~~Single coverage and family coverage — 15% of total premium 2015-16:~~
- ~~Single coverage and family coverage — 15% of total premium 2016-17:~~
- ~~Single coverage and family coverage — 17% of total premium 2017-18:~~
- ~~Single coverage and family coverage — 18% of total premium~~

**Contribution for medical insurance shall be 20% of the total premium for single coverage**

single plus one and family coverage.

The above contribution shall not exceed that being paid by all other City employees. The Employer reserves the right to self-insure and to change insurers and health plans during the course of this Agreement so long as the benefits and coverage sought are substantially similar to those being currently offered. In the event the City changes coverage, all members will be covered to the same extent as all other City employees. If the City provides dental insurance to its other employees, it will offer the same program to members.

### **Section 15.2 Life Insurance**

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

### **Section 15.3 Continuation of Benefit**

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

### **Section 15.4 Wellness Program**

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

### **Section 15.5 Death Benefits**

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

### **Section 15.6 Medical / Eye Examinations**

Any medical testing or evaluations Independent Medical Examinations or Fitness for Duty required by the Employer shall be arranged during the member's normal work hours. If the medical evaluation cannot be arranged during the member's normal work hours, the member will be allowed to switch shifts to accomplish the medical evaluation. The member shall be allowed to accomplish the medical evaluation on the member's off time or during allotted court time.

Move from 5.3
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~~Any expenses incurred by the member shall be reimbursed by the Employer.~~ [In 3<sup>rd</sup> Paragraph]

~~The required annual eye exam can be complied with at any time during the calendar year.~~  
The Employer agrees to schedule at least three (3) one health fair annually scheduled to accommodate shift hours and to allow all covered members to exchange shifts to take advantage of the exams offered at these the health fair. If a member is unable to attend the health fair s/he is allowed to attend off-site. The eye exam shall be at an optometrist located within the city limits or one who has been previously approved by the Chief.

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

**Section 15.7 Light Duty Assignments**

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

Move from Section 24.1

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

**ARTICLE XVI  
DISABILITY AND RETIREMENT BENEFITS**

**Section 16.1 Employee Disability**

~~Any Patrol Officer who works full-time,~~ Non-retired and health insurance covered members who receive suffer an injury or sickness that is not covered by Workman's Compensation shall be eligible for disability pay to the same extent that the Employer provides such benefits to non-bargaining union members.

**ARTICLE XVII  
UNIFORM BENEFITS**

**Section 17.1 Uniform Benefits**

~~Each member of the Police Department,~~ Beginning with the officers members second year of service with the Darien Police Department members shall receiving a clothing allowance of \$700.00 \$900.00 per year. The \$900.00 payment will occur during the first check run following May1st of each year of this Agreement beginning in May 2019.

The current balances within the member's available funds shall be paid out to the member in a onetime payment. The payment shall be made at the same time as the retroactive payments for regular and overtime wages.

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

Officers starting on the Police Department shall be equipped with uniforms and equipment by the Employer in accordance with the list described in Appendix C which is attached hereto and part of hereof. Equipment and uniforms issued to new officers will be returned to the Employer if

the officer fails to complete eighteen (18) months of service with the Employer.

~~Members assigned to the Detective Division shall be permitted to use their clothing allowance to purchase non-uniform items of clothing for use in their plainclothes assignment.~~

~~The Employer agrees to allow members to utilize their uniform allowance for the purchase of bullet-proof Kevlar vest and the purchase of on-duty weapons and ammunition for same. Members are permitted to use their uniform allowance to purchase said items from an approved vendor without obtaining advance permission from the Employer, provided that the items purchased are authorized equipment. The Employer agrees that subsequent to the original purchase of a bullet-proof ballistic Kevlar vest by members, the Employer agrees to shall replace said the ballistic vest in accordance with NIJ standards after five (5) years of continuous use at no cost to the member. The Chief reserves the right to shall approve the vendors for replacement vests. The City agrees to a replacement schedule as outlined in the attached Exhibit B. [No Exhibit B.] It is further agreed that any unused uniform allowance will be carried over to the next fiscal year and combined with the allowance for that year.~~

The parties agree that this Section does not abrogate the member's duty to keep his/her uniform in a condition acceptable to the Chief (designee).

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

## **ARTICLE XVIII OFF DUTY EMPLOYMENT**

### **Section 18.1 Employment Outside Department**

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

### **Section 18.2 Extra Duty Details**

When the Department posts an extra duty detail, it will be filled by members on a first come first serve basis. Any requests of the Police Department for extra duty details will be forwarded to the Chapter Representative and the Chief. Any member who accepts an extra duty assignment and later rejects or declines it is responsible for finding a replacement. Failure to do so will result in a member being ineligible for extra duty assignments for six (6) months. Any member who works an extra duty detail shall be paid thirty dollars (\$30.00) per hour for all hours worked on the detail.

## **ARTICLE XIX SENIORITY**

### **Section 19.1 Seniority**

Unless stated otherwise in this Agreement, seniority ~~for the purpose of this Agreement~~ shall be defined as an ~~police~~ officer's length of continuous full-time service with the Employer since the ~~police~~ officer's last date of hire.

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

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

### **Section 19.2 Determination of Seniority**

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

### **Section 19.3 Maintenance of Seniority List**

A current and up-to-date seniority list showing the names and length of service of each member shall be maintained for inspection by members and shall be updated on a semiannual basis. This list is contained in Appendix B which is attached hereto and made part hereof.

### **Section 19.4 Forfeiture of Seniority**

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

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

**ARTICLE XX  
BOARD OF POLICE COMMISSIONERS**

**Section 20.1 Board of Police Commissioners**

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

**ARTICLE XXI  
SAVINGS CLAUSE**

**Section 21.1 Savings Clause**

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

**ARTICLE XXII  
MAINTENANCE OF ECONOMIC BENEFITS**

**Section 22.1 Maintenance of Economic Benefits**

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

**ARTICLE XXIII  
ENTIRE AGREEMENT**

**Section 23.1 Entire Agreement**

This Agreement constitutes the complete and entire Agreement between the parties and except as stated in Section 22.1 "Maintenance of Economic Benefits", concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Chapter specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

**Section 23.2 Ratification and Amendment**

This Agreement shall become effective **19<sup>th</sup> day of February, 2019** after having been ratified by the City Council and the Chapter and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.



~~ARTICLE XXIV — LIGHT DUTY~~

~~Section 24.1 Work Schedule for Light Duty~~

~~Any Officer who is injured or is otherwise unable to perform his full-time duty will be allowed, with a written physician's approval, the opportunity to work light duty, subject to the Chief's approval and in accordance with the needs of the Department, and according to the applicable departmental policy. The City and the Chapter agree that there shall be no pyramiding of benefits of light duty assignments with workmen's compensation or other disability benefits.~~

[Moved to 15.7]

ARTICLE XXIV  
TERMINATION

**Section 25.1 Termination**

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

The parties acknowledge an extensive bargaining history consisting of three (3) year collective bargaining agreements, and that the term of this Agreement is a non-precedential deviation from this bargaining history. The parties further acknowledge that they will not represent in a hearing, arbitration or any other legal proceeding that a four (4) year Agreement is the status quo or that it otherwise binds the parties to future agreements of this duration.

Executed this 19<sup>th</sup> day of February, 2019 after being reviewed and approved by the Mayor and City Council.

METROPOLITAN ALLIANCE OF CITY OF DARIEN  
POLICE, DARIEN CHAPTER #48

\_\_\_\_\_  
JOSEPH ANDALINA,  
President M.A.P.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President Darien Police Chapter

\_\_\_\_\_  
City of Darien

## APPENDIX A WAGE SCHEDULE

All **below** ~~above~~ salaries shall be retroactive for all hours compensated from **May 1, 2018** and any retroactive pay earned as a result of the above increases in wages and other benefits shall be paid by the **Employer** City to all current employees and all former employees who have retired or resigned in good standing. Retroactive Pay shall be in accordance with Section 5.1 of this Agreement.

The annual salary is calculated based upon 2080 hours.

Date of Change	05/01/18		05/01/19		05/01/20		05/01/21	
Percent Increase	2.75%		2.50%		2.50%		2.50%	
Starting	\$ 66,101.52	\$31.78	\$ 67,754.06	\$ 32.57	\$ 69,447.91	\$ 33.39	\$ 71,184.11	\$ 34.22
1 Year	\$ 70,604.68	\$33.94	\$ 72,369.80	\$ 34.79	\$ 74,179.05	\$ 35.66	\$ 76,033.52	\$ 36.55
2 Year	\$ 75,107.87	\$36.11	\$ 76,985.56	\$ 37.01	\$ 78,910.20	\$ 37.94	\$ 80,882.96	\$ 38.89
3 Year	\$ 76,117.54	\$36.59	\$ 78,020.48	\$ 37.51	\$ 79,970.99	\$ 38.45	\$ 81,970.26	\$ 39.41
4 year	\$ 84,114.18	\$40.44	\$ 86,217.04	\$ 41.45	\$ 88,372.46	\$ 42.49	\$ 90,581.77	\$ 43.55
5 year	\$ 88,617.36	\$42.60	\$ 90,832.80	\$ 43.67	\$ 93,103.62	\$ 44.76	\$ 95,431.21	\$ 45.88
6 year	\$ 93,120.54	\$44.77	\$ 95,448.55	\$ 45.89	\$ 97,834.76	\$ 47.04	\$ 100,280.63	\$ 48.21
7 year	\$ 97,623.69	\$46.93	\$ 100,064.28	\$ 48.11	\$ 102,565.89	\$ 49.31	\$ 105,130.04	\$ 50.54
11 year	\$ 99,576.17	\$47.87	\$ 102,065.57	\$ 49.07	\$ 104,617.21	\$ 50.30	\$ 107,232.64	\$ 51.55
19 year	\$ 103,481.11	\$49.75	\$ 106,068.14	\$ 50.99	\$ 108,719.84	\$ 52.27	\$ 111,437.83	\$ 53.58
SGT < 5	\$ 119,504.98	\$57.45	\$ 122,492.60	\$ 58.89	\$ 125,554.92	\$ 60.36	\$ 128,693.79	\$ 61.87
SGT > 5	\$ 121,121.62	\$58.23	\$ 124,149.66	\$ 59.69	\$ 127,253.40	\$ 61.18	\$ 130,434.73	\$ 62.71

	05/01/13		05/01/14		05/01/15		05/01/16		05/01/17	
Starting	\$ 57,998.70	\$27.88	\$ 59,448.67	\$28.58	\$ 61,083.51	\$29.37	\$ 62,763.30	\$30.18	\$ 64,332.38	\$30.93
1 Year	\$ 61,949.85	\$29.78	\$ 63,498.60	\$30.53	\$ 65,244.81	\$31.37	\$ 67,039.04	\$32.23	\$ 68,715.02	\$33.04
2 Year	\$ 65,901.03	\$31.68	\$ 67,548.56	\$32.48	\$ 69,406.14	\$33.37	\$ 71,314.81	\$34.29	\$ 73,097.68	\$35.14
3 Year	\$ 69,852.20	\$33.58	\$ 71,598.51	\$34.42	\$ 73,567.46	\$35.37	\$ 75,590.57	\$36.34	\$ 77,680.33	\$37.25
4 year	\$ 73,803.34	\$35.48	\$ 75,648.42	\$36.37	\$ 77,728.76	\$37.37	\$ 79,866.30	\$38.40	\$ 81,862.95	\$39.36
5 year	\$ 77,754.51	\$37.38	\$ 79,698.37	\$38.32	\$ 81,890.08	\$39.37	\$ 84,142.06	\$40.45	\$ 86,245.61	\$41.46
6 year	\$ 81,705.68	\$39.28	\$ 83,748.32	\$40.26	\$ 86,051.40	\$41.37	\$ 88,417.81	\$42.51	\$ 90,628.26	\$43.57
7 year	\$ 85,656.83	\$41.18	\$ 87,798.25	\$42.21	\$ 90,212.70	\$43.37	\$ 92,693.55	\$44.56	\$ 95,010.89	\$45.68
11 year	\$ 87,369.97	\$42.00	\$ 89,554.22	\$43.05	\$ 92,016.96	\$44.24	\$ 94,547.43	\$45.46	\$ 96,911.11	\$46.60
19 year	\$ 90,796.24	\$43.65	\$ 93,066.15	\$44.74	\$ 95,625.47	\$45.97	\$ 98,255.17	\$47.24	\$100,711.54	\$48.42
SGT < 5	\$104,855.88	\$50.41	\$107,477.28	\$51.67	\$110,432.90	\$53.09	\$113,469.81	\$54.55	\$116,306.55	\$55.92
SGT > 5	\$106,274.35	\$51.09	\$108,931.21	\$52.37	\$111,926.82	\$53.81	\$115,004.80	\$55.29	\$117,879.92	\$56.67

**APPENDIX B  
SENIORITY LIST**

<u>Last Name</u>	<u>First, Name</u>	<u>Position</u>	<u>Hire/Promotion Date</u>
Topel	James	Sergeant	07/14/2005
Liss	Steven	Sergeant	11/19/2012
Greenaberg	William	Sergeant	07/29/2013
Norton	Jason	Sergeant	09/22/2014
Skweres	Nicholas	Sergeant	10/19/2015
Lorek	Michael	Sergeant	08/22/2016
Bozek	Mark	Officer	07/18/1991
Stutte	Richard	Officer	09/17/1998
Kosieniak	Geoff	Officer	09/28/1999
Hellmann	Rick	Officer	09/27/2000
Yeo	Kevin	Officer	07/10/2001
Glomb	Brette	Officer	09/27/2001
Simek	Jeffrey	Officer	09/25/2002
Hruby	Anton	Officer	08/18/2004
Throm	Lauren	Officer	11/10/2004
Zimny	Jennifer	Officer	01/03/2007
Rumick II	Douglas	Officer	09/10/2008
Jump	John	Officer	03/25/2009
Keough	Keith	Officer	03/25/2009
Milazzo	David	Officer	12/08/2010
Harkey	Carol	Officer	07/08/2013
Dollins	Jennifer	Officer	01/02/2014
Pastick	Joseph	Officer	03/26/2014
Rundell	Matthew	Officer	09/01/2015
Somogye	Luke	Officer	09/25/2015
Versus	Simon	Officer	07/24/2017
Jairala	Jason	Officer	01/15/2018
Giza	Matthew	Officer	03/26/2018
O'Brien	Justin	Officer	06/20/2018
Klein	Candice	Officer	12/27/2018
Meyer	Marshall	Officer	12/27/2018

## APPENDIX C ISSUED EQUIPMENT

The following equipment will be issued by the Employer to officers starting on the Darien Police Department.

5 long sleeve uniform shirts	3
5 short sleeve uniform shirts	3
5 pairs uniform trousers	4 (1 – Class A)
1 pair black uniform shoes or boots	
3 uniform hats (seasonal)	
3 ties	
1 tie bar	
3 name plates	
1 uniform leather or Gore-Tex Winter jacket	
1 Lightweight jacket	
1 raincoat and hat cover	
Gun belt	
Holster	
Handcuffs and handcuff case	
Keepers	
Magazine pouch	
A.S.P. and Holder	
Flashlight	
Flashlight holder	
Key holder	
Reflective traffic vest	
Metal ticket book cover	Metal Clip Board
Pepper Spray and Carrier	
Ballistic Vest	
Glove Pouch	
Taser Holster	
Glock 22, .40 caliber	

**APPENDIX D**  
**TRAINING, TRAVEL TIME & COMPENSATION GUIDELINES**

In order to implement Section 10.1 of the Collective Bargaining Agreement between the City of Darien and MAP Chapter No. 48, the following guidelines will be observed:

1. When a member drives to a seminar directly from his/her home, s/he will be compensated for the time spent in excess of his/her normal commute to the Police Department. For example, if the officer's normal travel time to work is one-half hour, and the drive from his/her house to the training facility takes one hour and fifteen minutes, the officer will be compensated for forty-five minutes of travel time both to and from the assignment.
2. If the member's total time at the seminar (including lunch and breaks) plus the increased travel time is less than or equal to eight hours, the member will receive eight hours pay. For example, assume the travel time described above. The seminar runs from 9:00 a.m. to 3:00 p.m. including a one hour lunch break. Since the member's actual hours worked (one and one-half hours additional travel time plus 6 hour seminar attendance) is less than eight hours, the member will receive eight hours pay for the day.
3. If the time spent at the seminar (including lunch and breaks) plus the additional travel time exceeds eight hours, then the member will be paid overtime for hours in excess of eight. For example, assume the travel time above and a seminar beginning at 8:00 a.m. and ending at 4:00 p.m. The member worked 9 and one-half hours (one and one-half hour additional travel time plus eight hours actual training time). In that case, the member will receive eight hours straight pay and one and one-half hours overtime.

## 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**