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**EXECUTIVE SESSION – 7:00 P.M. – COLLECTIVE BARGAINING SECTION 2(C)(2)  
OF THE OPEN MEETINGS ACT**  
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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**  
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Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

June 18, 2018

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [June 4, 2018](#)
7. Receiving of Communications
8. Mayor's Report
  - A. Mayoral Proclamation “[2018 Darien Lions Club Humanitarian of the Year](#)”  
(June 19, 2018)
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
  - A. Police Department Monthly Report — [May 2018](#)
  - B. Municipal Services
12. Treasurer's Report
  - A. Warrant Number — [18-19-04](#)
13. Standing Committee Reports

14. Questions and Comments — **Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
  - A. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150 – Public Employees Division and the City of Darien (May 1, 2018 through April 30, 2023)
  - B. Consideration of a Motion Authorizing BMO Harris Bank, Citibank, Community Bank of Willowbrook, Countryside Bank, First American Bank, First Merchants Bank, JP Morgan Chase Bank, MB Financial Bank, Republic Bank and West Suburban Bank to Become Depositories for City Funds
  - C. Consideration of a Motion to Approve the Release of Executive Session Minutes That no Longer Require Confidentiality
17. New Business
  - A. Consideration of a Motion to Approve a Resolution Accepting a Quote from Suburban Laboratories, Inc. for the 2018/19 Unregulated Contaminant Monitoring Rule (UCMR 4) Water Sampling Program in an Amount not Exceed \$13,480
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person)**
19. Adjournment

**EXECUTIVE SESSION – COLLECTIVE BARGAINING SECTION 2(C)(2) OF THE OPEN MEETINGS ACT**

It was moved by Alderman Kenny and seconded by Alderman Schauer to go into Executive Session for the purpose of discussion of Collective Bargaining, Section 2(C)(2) of the Open Meetings Act at 7:00 P.M.

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

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

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

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

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

Executive Session adjourned at 7:07 P.M.

A WORK SESSION WAS CALLED TO ORDER AT 7:08 P.M. BY MAYOR WEAVER FOR THE PURPOSE OF REVIEWING ITEMS ON THE JUNE 4, 2018 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:28 P.M.

**Minutes of the Regular Meeting  
of the City Council of the  
CITY OF DARIEN**

**June 4, 2018  
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.

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

Present:                    Thomas J. Belczak                    Ted V. Schauer  
                                  Joseph A. Kenny                        Lester Vaughan  
                                  Joseph A. Marchese

Absent:                     Thomas M. Chlystek  
                                  Sylvia McIvor

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

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

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

There were none.

6. **APPROVAL OF MINUTES** – May 21, 2018 City Council Meeting

It was moved by Alderman Marchese and seconded by Alderman Kenny to approve the minutes of the City Council Meeting of May 21, 2018.

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

Abstain: Belczak

Nays: None

Absent: Chlystek, McIvor

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderman Kenny received communication from Jeff Prince, 1400 block of 77<sup>th</sup> Street, expressing his satisfaction with the light shields that were added to the poles in the Bailey Park office complex.

Alderman Vaughn received communication from neighboring residents who were pleased with the renovation being done to the 'red house' on High Road.

8. **MAYOR'S REPORT**

There was no report.

9. **CITY CLERK'S REPORT**

Clerk Ragona announced a Meet and Greet with Mayor Weaver will be held on Monday, June 18, 2018 at 6:00 P.M. in the City Hall Conference Room.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT – NO REPORT**

Mayor Weaver asked Chief Thomas about his interview with journalism students from DePaul University; he stated students interviewed him about his knowledge of police work as part of their school project.

**B. MUNICIPAL SERVICES – NO REPORT**

Alderman Schauer inquired about the status of the Plainfield Road water project. Director Gombac stated the project is moving along; he commented on various utility conflicts.

12. **TREASURER’S REPORT**

**A. WARRANT NUMBER 17-18-27**

It was moved by Alderman Belczak and seconded by Alderman Schauer to approve payment of Warrant Number 17-18-27 in the amount of \$7,089.91 from the enumerated funds for a total to be approved of \$7,089.91.

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

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

**B. WARRANT NUMBER 18-19-03**

It was moved by Alderman Belczak and seconded by Alderman Kenny to approve payment of Warrant Number 18-19-03 in the amount of \$528,077.51 from the enumerated funds, and \$244,820.71 from payroll funds for the period ending 05/24/18 for a total to be approved of \$772,898.22.

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

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

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairman Schauer announced the next meeting of the Administrative/Finance Committee scheduled for July 2, 2018 has been cancelled.

**Municipal Services Committee** – Chairman Marchese stated the minutes of the April 23, 2018 meeting were approved and submitted to the Clerk’s Office. He announced the next meeting of the Municipal Services Committee is scheduled for June 25, 2018 at 6:30 P.M.

**Police Committee** – Clerk Ragona advised the next meeting of the Police Committee is scheduled for June 18, 2018 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

- A. **CONSIDERATION OF A MOTION TO APPROVE THE PAYMENT OF ANNUAL DUES FOR THE DARIEN POLICE DEPARTMENT PARTICIPATION WITH THE DUPAGE COUNTY METROPOLITAN ENFORCEMENT GROUP (DUMEG) IN THE AMOUNT OF \$17,680 USING STATE DRUG FORFEITURE FUNDS**
- B. **CONSIDERATION OF A MOTION TO AUTHORIZE THE EXPENDITURE OF BUDGETED FUNDS TO PURCHASE TWELVE (12) 2018 FORD AWD EXPLORERS FROM FORD CURRIE COMMERCIAL CENTER IN THE AMOUNT OF \$364,524**
- C. **CONSIDERATION OF A MOTION TO AUTHORIZE THE EXPENDITURE OF BUDGETED FUNDS TO PURCHASE FOURTEEN (14) IN-CAR VIDEO SYSTEMS FROM WATCHGUARD IN THE AMOUNT OF \$107,767**
- D. **CONSIDERATION OF A MOTION TO AUTHORIZE THE EXPENDITURE OF BUDGETED FUNDS TO PURCHASE SEVENTEEN (17) MOBILE DATA COMPUTER (MDC) SYSTEMS FROM BRITE-FUJITSU COMPUTERS IN THE AMOUNT OF \$54,265.86**
- E. **CONSIDERATION OF A MOTION TO AUTHORIZE THE EXPENDITURE OF BUDGETED FUNDS TO PURCHASE UP-FITTING TWELVE (12) POLICE DEPARTMENT PATROL VEHICLES FROM EMERGENCY VEHICLE TECH (EVT) IN THE AMOUNT OF \$128,323**
- F. **CONSIDERATION OF A MOTION TO AUTHORIZE THE EXPENDITURE OF BUDGETED FUNDS TO PURCHASE FOURTEEN (14) RADAR SYSTEMS FROM STALKER RADAR APPLIED CONCEPTS, INC. IN THE AMOUNT OF \$19,600**

- G. RESOLUTION NO. R-67-18** A RESOLUTION APPROVING A PROPOSAL FROM ALL INFORMATION SERVICES, INC. (AIS) IN AN AMOUNT NOT TO EXCEED \$19,475 FOR COMPUTERS, COMPUTER RACKS AND COMPUTER RELATED MATERIALS AND INSTALLATION AT THE PUBLIC WORKS FACILITY LOCATED AT 1041 S. FRONTAGE ROAD
- H. RESOLUTION NO. R-68-18** A RESOLUTION TO ACCEPT A PROPOSAL FROM THE FLOORING CENTER, LLC FOR THE LABOR, MATERIAL AND REMOVAL OF THE EXISTING CARPETING AND INSTALLATION OF THE REPLACEMENT WITH A VINYL PLANK WITHIN IN THE COUNCIL CHAMBERS, 1702 PLAINFIELD ROAD, IN AN AMOUNT NOT TO EXCEED \$12,388.50
- I. RESOLUTION NO. R-69-18** A RESOLUTION TO ENTER INTO A CONTRACT AGREEMENT WITH DETROIT SALT FOR THE PURCHASE OF ROCK SALT IN AN AMOUNT NOT TO EXCEED \$157,668.20
- J. RESOLUTION NO. R-70-18** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT FOR ROCK SALT
- K. RESOLUTION NO. R-71-18** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66 FOR ROCK SALT
- L. RESOLUTION NO. R-72-18** A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW 2019, FORD F-350 4X4 FROM BOB RIDINGS FLEET SALES IN THE AMOUNT OF \$40,186
- M. RESOLUTION NO. R-73-18** A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY AND SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2019, FORD F-350 4X4, IN AN AMOUNT NOT TO EXCEED \$42,753



- N. RESOLUTION NO. R-74-18      A RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) STORAGE SHEDS FROM HOME DEPOT, FOR THE STORAGE OF CHRISTMAS WREATHS, CHRISTMAS TREES, AND CITY BANNERS IN AN AMOUNT NOT TO EXCEED \$20,000
  
- O. RESOLUTION NO. R-75-18      A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW AIR COMPRESSOR FROM RACK'N UP EQUIPMENT DISTRIBUTORS, INC., MODEL NO. CADRSA41E, IN AN AMOUNT NOT TO EXCEED \$10,350
  
- P. RESOLUTION NO. R-76-18      A RESOLUTION AUTHORIZING THE PURCHASE OF TEN (10) SOLAR SPEED ALERT 18 SPEED LIMIT SIGNS FROM TRAFFIC CONTROL & PROTECTION INC. IN AN AMOUNT NOT TO EXCEED \$50,215
  
- Q. RESOLUTION NO. R-77-18      A RESOLUTION TO ENTER INTO A CONTRACT AGREEMENT WITH CONCRETE SOLUTIONS INTERNATIONAL, LLC FOR THE LABOR, MATERIAL AND INSTALLATION OF AN EPOXY FLOOR FINISH FOR THE POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$30,000
  
- R. RESOLUTION NO. R-78-18      A RESOLUTION ACCEPTING A STORM SEWER EASEMENT FROM THE FOLLOWING PROPERTIES: 1626 FOXHILL PLACE 09-33-302-003 AND 1630 FOXHILL PLACE 09-33-302-002

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

                    Nays:      None

                    Absent:      Chlystek, McIvor

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

17. **NEW BUSINESS**

There was no New Business.

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

Brian Liedtke, 7729 Carlton Road, voiced concerns about domestic activity and condition of his neighbor’s house. Mayor Weaver stated the Police Department and Public Services will investigate.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 7:50 P.M.

\_\_\_\_\_  
Mayor

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

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 6-04-18. Minutes of 6-04-18 CCM.

# Mayoral Proclamation

*Whereas, Daniel Robert Widner was born in Chicago, Illinois in 1950, the only son of Roy and Dorothy Widner.*

*Whereas, Dan grew up in Downers Grove, Illinois, attended local public schools, which included Downers Grove North High School, where he excelled at basketball and earned the nickname “hog” for his record number of rebounds; and*

*Whereas, Dan was also recognized for his patriotic spirit in earning the “Sons of the American Revolution Good Citizenship Award,” an honor bestowed on him by the faculty and his fellow students. This honor, given for excellence in dependability, service, leadership and patriotism signified his deep devotion to God and Country, and these traits remained evident in Dan’s life as a family man, businessman, friend and community leader; and*

*Whereas, Dan followed family tradition by attending and graduating from Barber College as did his father and grandfather. He put his training to work while heeding the call of service to Country by enlisting for a four-year term in the United States Navy, where he served as the ship’s barber and supply operator; and*

*Whereas, upon completion of his service, Dan returned to our local area and accepted a position with “The Center Barbershop” in Heritage Plaza. After five years, he opened his own shop in Brookhaven Plaza known as Daniel’s Hair Care/Brookhaven Salon Studio, which began his career as a barber/owner in the Darien community. Dan’s career totaled 47 years (42+ years in Darien) and his success is best exemplified using his own words, “My guys are more than just customers – they’re my friends;” and*

*Whereas, Dan was, above all else, an exceptional husband and father. He met the love of his life, Janice, and they were happily married for nearly 45 years. Those who knew him well, and shared stories, often heard him speak of his wife in ways that gave a clear sense that she was his greatest joy in life, along with their six children as the crowning extension of their love together; and*

# Mayoral Proclamation

*Whereas, Dan's success in life was an outgrowth of his adherence to strong Christian values. He never spoke ill of anyone; he always had compassion for others, especially those who were going through troubled times; and*

*Whereas, Dan also loved fishing, sports and outdoor activities. Dan reveled in the beauty of God's creative efforts as he sat at the side of a lake or pond, quietly fishing and appreciating nature's offerings. He was passionate about baseball; he studied and enjoyed the history of the game and was a fervent fan. His love for the White Sox was exceeded only by his love for God, family, and country. Those who shared his love for the Sox also shared in great victories and bitter disappointments. Either way, Dan always had a positive attitude, confident that the future held potential for great promise; and*

*Whereas, Dan conducted business with the goal of not only succeeding as a business owner, but as a supporter of others within and outside the Darien Business Community. The motto of the City of Darien, "A Nice Place to Live", was evidenced in the way Dan interacted with our community; and*

*Whereas, Dan served on the board of the Brookhaven Merchants Association in various positions on and off for many years during his tenure, always working to defend and speak out on behalf of his fellow merchants. He worked diligently to demonstrate that their success would always be predicated on the relationship they forged with their clients and the Darien Community. During his years of involvement, he organized many activities and events that reached out to the community. For several years, he organized and was responsible for Brookhaven Merchants sponsoring a float in the 4<sup>th</sup> of July Parade. His final effort as President of the Association culminated in organizing a community event, Brookhaven Plaza's 50<sup>th</sup> Anniversary, with a fest that took place in the center; and*

*Whereas, Dan gave his time, money and effort to support local service, civic and community groups. He could always be counted on to support each of these*

# Mayoral Proclamation

*groups, with special service to the Four Corners Community Church, whose landscape benefitted from his love of gardening; and*

*Whereas, Dan Widner modeled a lifestyle to which we should all aspire, not only as business owners, but as human beings who have a deep concern for bettering the lives of others. Dan touched so many lives in such positive ways that his passing on May 12, 2018 will be deeply felt; and*

*Whereas, a wise person once said that if you are fortunate to find people in your life who you can truly call friends, then take a small part of your heart and give it to them so they might always remember your friendship and love. Dan Widner gave a part of his heart to the many people who had an opportunity to call him friend, and our lives are truly richer for having known him; and*

*Whereas, the Darien Lions Club is proud to honor Daniel Robert Widner as the 2018 Darien Lions Humanitarian of the Year.*

*NOW, THEREFORE, I, Kathleen Moesle Weaver, Mayor of the City of Darien, do hereby proclaim June 19, 2018 as*

## **DANIEL ROBERT WIDNER DAY**

*in the City of Darien and recognize his many contributions to the community.*

*In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City Of Darien, this eighteenth day of June Two-Thousand Eighteen.*

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*Kathleen Moesle Weaver, Mayor*

*Attest:*

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*JoAnne E. Ragona, City Clerk*

# Darien Police Department

## Monthly Report

May 2018



## **Domestic Violence**

Situations of domestic violence are highly emotional and frequently involve children. A lot of compassion and understanding is necessary to sort through the situation and try best as officers can to come to a resolution for that particular call and better yet to the overall matter.

### **Domestic Violence**

Any person who hits, chokes, kicks, threatens, harasses or interferes with the personal liberty of another “family or household member” has broken the law. According to Illinois law “family or household members” are defined as those who are:

- Related by blood
- Married or were married
- Share or had shared a common dwelling
- Have or allegedly have a child in common
- Have or had a dating or engagement relationship (opposite sex or same sex)
- Disabled & battered by their personal assistant

### **Law Enforcement Response**

Officers should try to use all reasonable means to prevent further abuse, including:

- Arranging for or transporting the victim to a medical facility or shelter or place of safety.
- Accompanying the victim back to the residence to get belongings.
- Arresting the abuser where appropriate and completing a police report on all bonafide incidents.
- Advising the victim of her/his right to an Order of Protection and the importance of preserving the evidence, such as damaged clothing and property and photographs of injuries or damage.

People exchanging child for custody use the police department to make the exchange to try avoid any issues during the change of custody for the weekend or other type of visit.

### **Orders of Protection**

An Order of Protection is a court order available to “family or household members” prohibiting the abuser from certain activities or ordering the abuser to take certain actions. An Order of Protection may include, but is not limited to:

- Prohibiting an abuser from continued threats and abuse.
- Barring an abuser temporarily from the home and ordering the abuser to stay away from the victim’s place of employment, school and other locations.
- Ordering the abuser to pay child support, medical costs and legal expenses.
- Awarding child custody and prohibiting child abduction and requiring abuser to undergo counseling.
- Order abuser to turn in weapons to law enforcement.

To obtain an Order of Protection you may do any of the following:

- Contact Family Shelter Service and ask for assistance.
- Go to the circuit clerk’s office and request the necessary paperwork.
- Ask your attorney to file a petition in civil court.
- Request an Order in conjunction with divorce proceedings.
- Request an Order during the course of a criminal prosecution.

If an Order of Protection is violated the abuser has committed a crime and may be arrested. A second or subsequent offense is a higher classification of a crime. You should call the police if the abuser disregards a part of the order of protection. If arrested for the violation, your abuser may be required to have a risk assessment evaluation and wear an electronic monitoring device.

You may seek an Order of Protection on behalf of someone because of age, health or disability.

### **Criminal Charges**

If an arrest has not been made and you wish to seek criminal charges against your abuser, bring all relevant information, including the police report number to your state's attorney. Family Shelter Services can help you through the system.

When a person is charged with a criminal offense and the victim is a "family or household member", unless otherwise provided by the court, the abuser will be prohibited from contacting or communicating with the victim and from entering or remaining at the victim's residence for a minimum of 72 hours. If a defendant/abuser violates these restrictions, you should call the police immediately. The defendant can be charged with an additional offense.

### **Domestic Violence Services**

Family Shelter Service: (630) 469-5650 (24-hour hotline, Spanish services available)

Hamdard Center (South Asian & Mid-Eastern): (630) 860-9122 (24-hour hotline)

### **Other Resources**

DuPage County Information & Referral: (630) 682-7000

DuPage County Legal Aid: (630) 653-6212

DuPage County State's Attorney's Office: (630) 682-7050

Elder Abuse Hotline: (800) 252-8966 (normal hours)

(800) 279-0400 (after hours, weekends)



## You Considering an Order of Protection?

### What is an Order of Protection (OP)?

An Order of Protection (OP) is a court order that is designed to protect victims of domestic violence. It is issued by a judge and tells the Respondent (the person accused of abuse) what he/she can or cannot do. It is enforceable in all 50 states.

If you are unsure whether you are a victim of domestic abuse, go to [www.familyshelterservice.org/assess.html](http://www.familyshelterservice.org/assess.html) for a Checklist of Abusive Behaviors.

### Who can ask for an OP?

The victim (or Petitioner) must have, or have had in the past, a familial or dating relationship with the abusive person (or Respondent). Qualifying relationships include:

- Spouse or former spouse
- Current or past dating relationship
- Having a child together
- Parent, child, stepchild or other family relationship
- Current or former roommate
- Personal assistant/caretaker of person with disabilities

If you do not have one of these types of relationships with the Respondent, a private attorney may be able to assist you with a Civil Restraining Order.

### What are the guidelines for obtaining an Emergency OP?

Each case is unique, and the judge will always have the final decision. However, there are a few factors that the judge will look for:

- Abusive or threatening incident within the past 3 business days or so
  - Incidents can include verbal attacks, threats of harm, harassment, stalking, or physical abuse.
  - Incidents do NOT need to have been reported to the police.
- History of such behaviors that are escalating
- Fear that the abuse would escalate if the Respondent knew you were taking legal action.

### In what County can I petition?

A Petitioner can file in the County where:

- The Petitioner lives or, if having fled the abuse, now temporarily resides
- The Respondent lives
- The abuse occurred

### Where do I get an OP?

If filing in DuPage County, there are three ways to obtain an OP:

1. If you are being represented in a Divorce or Family case, consult your attorney about on OP. He/she may assist you or direct you to the agencies listed below.
2. If Respondent has been arrested or there is a warrant, contact the State's Attorney's Office in the Judicial Annex, 2<sup>nd</sup> floor (phone #630-407-8000).
3. Otherwise, you may contact:
  - The Family Shelter Service Court Advocate Office, 3<sup>rd</sup> floor directly in front of the escalator (Phone #630-407-8813)
  - The DuPage County Clerk's Office, 1<sup>st</sup> floor (phone #630-407-8700)

Petitioning for an OP usually requires coming to the DuPage County Courthouse, located at 505 N. County Farm Road, Wheaton, IL 60187.

\*\*\*Important Note: **No camera phones** are allowed in the courthouse.

### **When should I petition for an OP?**

It is usually best to petition as soon as possible after the most recent abusive incident, preferably within 3 business days. The DuPage County Courthouse & the Family Shelter Service Court Advocate Office are open Monday through Friday. The best times to come are:

- Mornings, 8:00 – 10:00 (the judge leaves the bench at 11:30 a.m.)
- Afternoons, 1:30 – 2:00 (the judge leaves the bench at 3:30 p.m.)

Petitioning usually takes about 2-3 hours if there are no delays.

### **How much does an OP cost?**

There is no cost for filing, serving or getting certified copies of an OP. However, a private attorney may charge for his/her assistance in obtaining an OP.

### **What should I bring?**

- A detailed list of abusive incidents beginning with the most recent.
- Any evidence of abuse, like harassing letters or emails, voice mail messages, photos of injuries, etc.
- An address where it is safe for you to receive mail.
- An address where the Respondent can be served copies. This can be either a home or work address.
- A description of the Respondent, including date of birth, Social Security Number, hair & eye color, approximate height and weight, etc.
- The addresses to be protected, like your residence, work, school & children's schools/daycares.

### **Should I bring my children?**

It is usually best not to bring children. Children are not allowed in the courtroom. If you are unable to make other child care arrangements, there is a FREE childcare center on the 1<sup>st</sup> floor of the DuPage County Courthouse, called Safe Harbor. For more information, go to [www.dupageco.org](http://www.dupageco.org) and click Safe Harbor Children's Waiting Room. It is best to first drop off your children at Safe Harbor before proceeding to other locations in the building.

### **How long with the OP last?**

An Emergency Order of Protection (EOP) is the first step in the Order of Protection process. Emergency Orders are temporary, lasting 14-21 days. After this, extensions may be requested.

### **What can an OP do?**

An OP provides a variety of protections for your safety. You may request any remedies which apply to your situation. You may disregard any remedies which do not apply or which you do not desire. The Judge will consider the circumstances and has the final decision about which remedies to grant.

The following remedies appear on an Order of Protection:

- Forbid Respondent from committing further acts or threats of abuse, harassment, or stalking
- Remove Respondent from your residence
- Prohibit Respondent from being present in your home while under the influence of drugs/alcohol
- Order Respondent to stay away from you, including direct contact (like phone calls & emails) and indirect contact (like getting a message to you through a third party)
- Prohibit Respondent from entering your place of employment, school, etc.
- Prohibit Respondent from taking or damaging your property
- Prohibit Respondent from taking the children or require Respondent to return the children
- Restrict or deny Respondent's visitation with the children
- Order Respondent to pay temporary support
- Order Respondent to pay you for losses due to abuse, like medical bills, attorney's fees, property damage, etc.
- Order Respondent to turn over firearms to law enforcement
- Order Respondent to participate in counseling. For more information on DuPage County's Partner Abuse Intervention Program, go to [www.dupageco.org/psych](http://www.dupageco.org/psych) and click on Domestic Violence Program.

# Calls for Service Summary

## May 2018

<b>Citizen Generated Events</b>						
	<u>May</u> <b>2018</b>	<u>May</u> <b>2017</b>	<u>1 Year</u> <u>Change</u>	<u>YTD</u> <b>2018</b>	<u>YTD</u> <b>2017</b>	<u>1 Year</u> <u>Change</u>
Beat 1	220	226	-2.7%	902	951	-5.2%
Beat 2	202	182	11.0%	847	811	4.4%
Beat 3	217	245	-11.4%	1128	1167	-3.3%
Out of Town	14	13	7.7%	51	44	15.9%
<b>Total</b>	<b>653</b>	<b>666</b>	<b>-2.0%</b>	<b>2928</b>	<b>2973</b>	<b>-1.5%</b>
Shift 1	272	277	-1.8%	1162	1189	-2.3%
Shift 2	290	294	-1.4%	1329	1349	-1.5%
Shift 3	91	95	-4.2%	437	435	0.5%
<b>Total</b>	<b>653</b>	<b>666</b>	<b>-2.0%</b>	<b>2928</b>	<b>2973</b>	<b>-1.5%</b>

### Top Ten Incidents Categories

Citizen Assist	102	87	17.2%	443	404	9.7%
Investigative	63	66	-4.5%	322	274	17.5%
Suspicion	44	50	-12.0%	216	270	-20.0%
Alarm	55	73	-24.7%	307	365	-15.9%
Accident	52	64	-18.8%	242	243	-0.4%
Public Order	43	48	-10.4%	181	177	2.3%
Administrative	46	46	0.0%	195	194	0.5%
Disorder	31	39	-20.5%	155	166	-6.6%
Traffic	27	20	35.0%	109	121	-9.9%
Animal	42	21	100.0%	90	103	-12.6%
Theft	13	15	-13.3%	79	86	-8.1%
Agency Assist	26	25	4.0%	113	115	-1.7%
Domestic	20	24	-16.7%	123	122	0.8%
Parking	31	28	10.7%	86	73	17.8%
Medical/Ambulance	16	24	-33.3%	111	86	29.1%
Burglary	3	7	-57.1%	19	28	-32.1%
Forgery	3	4	-25.0%	21	35	-40.0%
Hazard	7	8	-12.5%	22	22	0.0%
Fire	10	2	400.0%	27	19	42.1%
Drug	2	4	-50.0%	10	14	-28.6%
Missing Person	6	3	100.0%	16	20	-20.0%
Warrant	8	6	33.3%	17	14	21.4%
Assault	1	0	0.0%	11	8	37.5%
Weapons Related	1	0	0.0%	6	3	100.0%
Rape	1	1	0.0%	6	6	0.0%
Robbery	0	1	-100.0%	1	5	-80.0%
<b>Total</b>	<b>653</b>	<b>666</b>	<b>-2.0%</b>	<b>2928</b>	<b>2973</b>	<b>-1.5%</b>

# Calls for Service Summary (continued)

May 2018

<b>Officer Initiated Event Category</b>						
	<u>May</u> <u>2018</u>	<u>May</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>
Focused Patrol	32	99	-67.7%	301	849	-64.5%
Crime Prevention	278	466	-40.3%	2496	2919	-14.5%
Traffic	352	384	-8.3%	1800	1695	6.2%
Administrative	114	150	-24.0%	562	737	-23.7%
Parking	3	16	-81.3%	35	89	-60.7%
Suspicion	35	31	12.9%	135	195	-30.8%
Community Engagement	21	31	-32.3%	166	135	23.0%
Citizen Assist	58	30	93.3%	361	159	127.0%
Investigative	7	20	-65.0%	37	75	-50.7%
Public Order	4	26	-84.6%	32	81	-60.5%
Agency Assist	18	12	50.0%	67	53	26.4%
Accident	2	5	-60.0%	26	20	30.0%
Sex Offenses	1	0	0.0%	5	3	66.7%
Warrant	6	5	20.0%	10	13	-23.1%
Animal	0	3	-100.0%	3	6	-50.0%
Theft	2	1	100.0%	6	9	-33.3%
Forgery	0	2	-100.0%	3	8	-62.5%
Burglary	0	0	0.0%	7	1	600.0%
Disorder	3	1	200.0%	10	4	150.0%
Domestic	2	0	0.0%	7	3	133.3%
Alarm	0	0	0.0%	2	0	0.0%
Hazard	0	0	0.0%	1	1	0.0%
Missing Person	0	0	0.0%	1	1	0.0%
Assault	0	0	0.0%	1	3	-66.7%
Drug	1	0	0.0%	2	1	100.0%
Fire	0	0	0.0%	0	0	0.0%
Medical	0	1	-100.0%	3	3	0.0%
Robbery	0	0	0.0%	0	0	0.0%
Alcohol	0	0	0.0%	0	0	0.0%
Shots Fired	0	0	0.0%	1	0	0.0%
<b>Total</b>	<b>939</b>	<b>1283</b>	<b>-26.8%</b>	<b>6080</b>	<b>7063</b>	<b>-13.9%</b>

# Crime Report

May 2018

## Part 1 Offenses

	<u>May</u> <u>2018</u>	<u>May</u> <u>2017</u>	<u>May</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%	6	0	1	0.0%	500.0%
Robbery	0	0	0	0.0%	0.0%	0	3	0	-100.0%	0.0%
Assault & Battery	0	1	0	-100.0%	0.0%	2	5	2	-60.0%	0.0%
<b>Violent Crime</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>-100.0%</b>	<b>0.0%</b>	<b>8</b>	<b>8</b>	<b>3</b>	<b>0.0%</b>	<b>166.7%</b>
Burglary	2	1	5	100.0%	-60.0%	9	10	25	-10.0%	-64.0%
Theft	4	16	18	-75.0%	-77.8%	49	61	78	-19.7%	-37.2%
Motor Vehicle Theft	0	1	0	-100.0%	0.0%	4	5	1	-20.0%	300.0%
Arson	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
<b>Property Crime</b>	<b>6</b>	<b>18</b>	<b>23</b>	<b>-66.7%</b>	<b>-73.9%</b>	<b>62</b>	<b>76</b>	<b>104</b>	<b>-18.4%</b>	<b>-40.4%</b>
<b>Part One Crime</b>	<b>6</b>	<b>19</b>	<b>23</b>	<b>-68.4%</b>	<b>-73.9%</b>	<b>70</b>	<b>84</b>	<b>107</b>	<b>-16.7%</b>	<b>-34.6%</b>

## Part 2 Offenses

	<u>May</u> <u>2018</u>	<u>May</u> <u>2017</u>	<u>May</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	0	0	0	0.0%	0.0%	3	2	2	50.0%	50.0%
Battery	5	1	3	400.0%	66.7%	18	18	12	0.0%	50.0%
Domestic Battery	2	2	8	0.0%	-75.0%	28	19	25	47.4%	12.0%
Criminal Damage	3	2	11	50.0%	-72.7%	20	12	37	66.7%	-45.9%
Criminal Trespass	3	1	0	200.0%	0.0%	5	3	3	66.7%	66.7%
Disorderly Conduct	3	4	3	-25.0%	0.0%	19	26	20	-26.9%	-5.0%

# Arrest Report

May 2018

## Part One Offenses

	<u>May</u> <u>2018</u>	<u>May</u> <u>2017</u>	<u>May</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	3	0	-100.0%	0.0%
Assault & Battery	0	0	0	0.0%	0.0%	1	1	1	0.0%	0.0%
<b>Violent Crime</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.0%</b>	<b>0.0%</b>	<b>1</b>	<b>4</b>	<b>1</b>	<b>-75.0%</b>	<b>0.0%</b>
Burglary	0	3	0	-100.0%	0.0%	0	3	0	-100.0%	0.0%
Theft	4	3	5	33.3%	-20.0%	23	20	11	15.0%	109.1%
Motor Vehicle Theft	0	1	0	-100.0%	0.0%	0	2	0	-100.0%	0.0%
Arson	0	0	0	0.0%	0.0%	0	0	1	0.0%	-100.0%
<b>Property Crime</b>	<b>4</b>	<b>7</b>	<b>5</b>	<b>-42.9%</b>	<b>-20.0%</b>	<b>23</b>	<b>25</b>	<b>12</b>	<b>-8.0%</b>	<b>91.7%</b>
<b>Part One Crime</b>	<b>4</b>	<b>7</b>	<b>5</b>	<b>-42.9%</b>	<b>-20.0%</b>	<b>24</b>	<b>29</b>	<b>13</b>	<b>-17.2%</b>	<b>84.6%</b>

## Part Two Offenses

	<u>May</u> <u>2018</u>	<u>May</u> <u>2017</u>	<u>May</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	0	0	0	0.0%	0.0%	0	1	1	-100.0%	-100.0%
Battery	1	0	3	0.0%	-66.7%	5	6	10	-16.7%	-50.0%
Domestic Battery	2	1	3	100.0%	-33.3%	16	9	11	77.8%	45.5%
Criminal Damage	3	0	0	0.0%	0.0%	4	1	3	300.0%	33.3%
Criminal Trespass	1	0	0	0.0%	0.0%	1	3	1	-66.7%	0.0%
Disorderly Conduct	3	1	2	200.0%	50.0%	20	13	11	53.8%	81.8%
Alcohol Possession	0	0	0	0.0%	0.0%	1	0	2	0.0%	-50.0%
Alcohol Consumption	0	0	0	0.0%	0.0%	1	3	8	-66.7%	-87.5%

# Arrest Report

May 2018

## Drug Related Offenses

	<u>May</u> <u>2018</u>	<u>May</u> <u>2017</u>	<u>May</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	1	0	0.0%	0.0%	1	2	17	-50.0%	-94.1%
Controlled Substance	1	1	0	0.0%	0.0%	4	6	1	-33.3%	300.0%
Hypodermic Syringes	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Drug Paraphernalia	0	0	3	0.0%	-100.0%	1	2	13	-50.0%	-92.3%
Methamphetamine	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%

## Adult / Juvenile

	<u>May</u> <u>2018</u>	<u>May</u> <u>2017</u>	<u>May</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	25	17	17	47.1%	47.1%	152	91	89	67.0%	70.8%
Juvenile	4	1	5	300.0%	-20.0%	22	21	27	4.8%	-18.5%

## Warrants

	<u>May</u> <u>2018</u>	<u>May</u> <u>2017</u>	<u>May</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	7	2	3	250.0%	133.3%	21	13	16	61.5%	31.3%

# Traffic Summary

May 2018

## Accidents

Type of Accident	<u>May</u> <u>2018</u>	<u>May</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	46	54	-14.8%	228	217	5.1%
Personal Injury	7	9	-22.2%	28	26	7.7%
Fatal	0	0	0.0%	0	0	0.0%
<b>Total</b>	<b>53</b>	<b>63</b>	<b>-15.9%</b>	<b>256</b>	<b>243</b>	<b>5.3%</b>
Fatalities	0	0	0.0%	0	0	0.0%
Hit & Run	10	9	11.1%	30	29	3.4%
Private Property	19	30	-36.7%	86	91	-5.5%
DUI	0	0	0.0%	1	3	-66.7%



# Traffic Summary (continued)

May 2018

## Enforcement

	<u>May</u> <u>2018</u>	<u>May</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	290	257	12.8%	1443	1224	17.9%
Moving Citation	97	87	11.5%	462	368	25.5%
Moving Warning	104	124	-16.1%	592	466	27.0%
<b>Total Moving</b>	<b>201</b>	<b>211</b>	<b>-4.7%</b>	<b>1054</b>	<b>834</b>	<b>26.4%</b>
Non-Moving Citation	54	43	25.6%	284	245	15.9%
Non-Moving Warning	84	57	47.4%	374	367	1.9%
<b>Total Non-Moving</b>	<b>138</b>	<b>100</b>	<b>38.0%</b>	<b>658</b>	<b>612</b>	<b>7.5%</b>
<b>Total Warning</b>	<b>188</b>	<b>181</b>	<b>3.9%</b>	<b>966</b>	<b>833</b>	<b>16.0%</b>
<b>Total Citations</b>	<b>151</b>	<b>130</b>	<b>16.2%</b>	<b>746</b>	<b>613</b>	<b>21.7%</b>
<b>Total Enforcement Actions</b>	<b>339</b>	<b>311</b>	<b>9.0%</b>	<b>1712</b>	<b>1446</b>	<b>18.4%</b>
DUI Arrests	8	8	0.0%	29	35	-17.1%
<b>Category</b>						
Speed	127	118	7.6%	708	543	30.4%
Registration	41	32	28.1%	220	217	1.4%
Traffic Sign or Signal	35	35	0.0%	173	115	50.4%
Equipment	38	21	81.0%	154	136	13.2%
Distracted Driving	16	14	14.3%	102	105	-2.9%
Insurance	20	19	5.3%	95	87	9.2%
Lane Violation	14	24	-41.7%	93	95	-2.1%
License	13	12	8.3%	71	53	34.0%
Signal	6	10	-40.0%	33	30	10.0%
Yield	3	7	-57.1%	21	15	40.0%
Seat Belt	10	2	400.0%	16	14	14.3%
Other	1	2	-50.0%	10	10	0.0%
Accident	0	0	0.0%	4	8	-50.0%
Parking	4	2	100.0%	9	4	125.0%
Alcohol	1	0	0.0%	3	3	0.0%
Reckless	0	0	0.0%	0	0	0.0%
<b>Total</b>	<b>329</b>	<b>298</b>	<b>10.4%</b>	<b>1712</b>	<b>1435</b>	<b>19.3%</b>

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
June 18, 2018**

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>\$100,952.97</b>
Water Fund			<b>\$454,064.97</b>
Motor Fuel Tax Fund			<b>\$25,245.48</b>
Water Depreciation Fund			<b>\$1,950.00</b>
Special Service Area Tax Fund			<b>\$2,510.00</b>
Impact Fee Expenditures			<b>\$7,382.00</b>
Capital Improvement Fund			<b>\$666,716.07</b>
State Drug Forfeiture Fund			<b>\$17,680.00</b>
Federal Equitable Sharing Fund			<b>\$4,200.00</b>
		<b>Subtotal:</b>	<b><u>\$1,280,701.49</u></b>
General Fund Payroll	06/07/18	\$	240,272.75
Water Fund Payroll	06/07/18	\$	21,679.23
		<b>Subtotal:</b>	<b><u>\$ 261,951.98</u></b>

<b>Total to be Approved by City Council:</b>	<b><u>\$1,542,653.47</u></b>
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*Approvals:*

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

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

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

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

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 6/18/2018 Through 6/18/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	COMPUTERS- KOKKINIS and RAGONA	AP061818	4325	Consulting/Professional	1,622.00
AIS	FYE18 -SUPPORT OVERAGE- JAN 2018	AP061818	4325	Consulting/Professional	1,353.75
ALKAYE MEDIA GROUP	2018 COY VIDEO	AP061818	4239	Public Relations	600.00
BEST QUALITY CLEANING, INC.	CLEANING CONTRACT - JUNE 2018	AP061818	4345	Janitorial Service	1,500.00
CAREER BUILDER	SET UP FEE- EMPLOYMENT SCREENING	AP061818	4219	Liability Insurance	50.00
DUPAGE COUNTY RECORDER	RECORDING: LIEN 7801 BROOKHAVEN AVE	AP061818	4221	Legal Notices	11.00
DUPAGE COUNTY RECORDER	RECORDING: LIEN CLARENDON HILLS /PLAINFIELD RD	AP061818	4221	Legal Notices	11.00
DUPAGE COUNTY RECORDER	RECORDING: RELEASE LIEN - 3228 87h STREET	AP061818	4221	Legal Notices	44.00
DUPAGE COUNTY RECORDER	RECORDING: R-52-18 EASEMENT 7621 LINDEN	AP061818	4221	Legal Notices	42.50
DUPAGE COUNTY RECORDER	RECORDING: R-78-18 EASEMENT 1626 FOXHILL PLACE	AP061818	4221	Legal Notices	42.50
EMERALD MARKETING INC.	NEIGHBORS w/WATER REPORT- JULY/AUG 2018	AP061818	4239	Public Relations	3,845.27
GOVTEMPSUSA LLC	VANA - 5-27-18	AP061818	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA - 6-3-18	AP061818	4325	Consulting/Professional	3,415.38
MUNICIPAL WEB SERVICES	WEBSITE HOSTING/MAINTENAN... MAY 2018	AP061818	4325	Consulting/Professional	367.00
PITNEY BOWES GLOBAL FINANCIAL	POSTAGE MACHINE LEASE (3-30-18 thru 6-29-18)	AP061818	4243	Rent - Equipment	254.82
PM PRINTING INC.	FORMS FOR BUILDING DEPT, ENVELOPES	AP061818	4235	Printing and Forms	558.50

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 6/18/2018 Through 6/18/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
UNLIMITED GRAPHIX, INC.	1 PART INVOICES	AP061818	4235	Printing and Forms	290.99
VERIZON WIRELESS	VERIZON -ADMIN (APRIL 24 thru MAY 23, 2018)	AP061818	4267	Telephone	1,479.81
				Total Administration	18,903.90

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 6/18/2018 Through 6/18/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ILLINOIS STATE POLICE	FINGERPRINTING- MATHEW GOODWIN- VFW	AP061818	4205	Boards and Commissions	27.00
				Total City Council	27.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 6/18/2018 Through 6/18/2018**

<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	REVIEW AND FINAL INSPECTION - 513 CHESTNUT	AP061818	4328	Const/Prof Reimbursable	200.00
CHRISTOPHER B. BURKE ENG, LTD	VIOLATION RESEARCH AND PRE-APP MEETNG 337 ROGER RD	AP061818	4328	Const/Prof Reimbursable	660.00
DON MORRIS ARCHITECTS P.C.	MAY 2018 INSPECTIONS	AP061818	4325	Consulting/Professional	4,075.00
DON MORRIS ARCHITECTS P.C.	MAY 2018 PLAN REVIEWS	AP061818	4328	Const/Prof Reimbursable	4,176.69
DON MORRIS ARCHITECTS P.C.	BUILDING CODE BOOKS	AP061818	4328	Const/Prof Reimbursable	728.69
DUPAGE LAWN AND HOME SERVICES	MOWING - 7801 BROOKHAVEN	AP061818	4328	Const/Prof Reimbursable	50.00
DUPAGE LAWN AND HOME SERVICES	MOWING - 1134 JAMES PETER CT	AP061818	4328	Const/Prof Reimbursable	50.00
DUPAGE LAWN AND HOME SERVICES	MOWING - 3228 87th	AP061818	4328	Const/Prof Reimbursable	50.00
DUPAGE LAWN AND HOME SERVICES	MOWING - CLARENDON HILLS / PLAINFIELD RD	AP061818	4328	Const/Prof Reimbursable	75.00
				Total Community Development	10,065.38

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 6/18/2018 Through 6/18/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	IGNITION COIL -501	AP061818	4229	Maintenance - Vehicles	33.20
ADVANCE AUTO PARTS	WINDOW WIPER MOTOR	AP061818	4229	Maintenance - Vehicles	176.59
ADVANTAGE CHEVROLET	REPAIR PARTS FOR STOCK AND D4	AP061818	4225	Maintenance - Equipment	83.34
AIS	PW SERVER UPGRADE	AP061818	4223	Maintenance - Building	1,514.50
CHASE CARD SERVICES	FOUNTAIN HEAD	AP061818	4223	Maintenance - Building	308.00
CHASE CARD SERVICES	GORILLA LIFT -LANDSCAPE TRAILER	AP061818	4225	Maintenance - Equipment	42.85
CHASE CARD SERVICES	IPASS REPLENISH	AP061818	4229	Maintenance - Vehicles	40.00
CHASE CARD SERVICES	BLUETOOTH - GOMBAC	AP061818	4267	Telephone	44.81
CHASE CARD SERVICES	INTERNET FOR PUBLIC WORKS	AP061818	4267	Telephone	89.85
CHASE CARD SERVICES	SOUNDSPORT FREE	AP061818	4267	Telephone	213.99
CHASE CARD SERVICES	REFUND	AP061818	4267	Telephone	(42.82)
CHRISTOPHER B. BURKE ENG, LTD	WAIVER-JOINT PERMIT DUPAGE COUNTY	AP061818	4325	Consulting/Professional	550.00
CINTAS #769	MATT RENTAL -PUBLIC WORKS	AP061818	4223	Maintenance - Building	25.00
CINTAS #769	MATT RENTAL - POLICE DEPT	AP061818	4223	Maintenance - Building	25.30
CINTAS #769	MATT RENTAL - POLICE DEPT	AP061818	4223	Maintenance - Building	26.44
CINTAS #769	MATT RENTAL - CITY HALL	AP061818	4223	Maintenance - Building	25.00
CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO MANAGEMENT	AP061818	4365	Mosquito Abatement	10,221.75
COM ED	COM ED 5223062098 STREET LIGHTS	AP061818	4359	Street Light Oper & Maint.	447.29
CONSTELLATION NEW ENERGY, INC.	CONSTELLATION 0788318007	AP061818	4271	Utilities (Elec,Gas,Wtr,Sewer)	326.03
CONSTELLATION NEW ENERGY, INC.	ENERGY-12271662801 STREET LIGHTS	AP061818	4359	Street Light Oper & Maint.	41.24
DAN GOMBAC	PHONE CHARGER	AP061818	4267	Telephone	44.95
DUPAGE COUNTY PUBLIC WORKS	STORM SEWERS	AP061818	4243	Rent - Equipment	1,272.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 6/18/2018 Through 6/18/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DUPAGE TOPSOIL, INC.	PULV TOPSOIL	AP061818	4257	Supplies - Other	1,750.00
DUPAGE TOPSOIL, INC.	PULV TOPSOIL	AP061818	4374	Drainage Projects	700.00
ERIK GULDBERG	DAMAGED MAILBOX REIMBURSEMENT	AP061818	4257	Supplies - Other	95.38
ETERNALLY GREEN	LANDSCAPE MAINTENANCE-75th/PLAINFIELD MEDIANS	AP061818	4223	Maintenance - Building	946.43
GAS DEPOT	GENERATOR FUEL FOR CITY HALL	AP061818	4223	Maintenance - Building	121.94
GAS DEPOT	GENERATOR REPAIR AT POLICE DEPT	AP061818	4223	Maintenance - Building	243.91
GRADE A	DRAINAGE PROJ - IRONWOOD, BEECHNUT, 71ST	AP061818	4374	Drainage Projects	9,365.00
HOME DEPOT	BASE MAINTENANCE	AP061818	4223	Maintenance - Building	287.58
HOME DEPOT	MAINT, LANDSCAPE SUPPLIES	AP061818	4257	Supplies - Other	404.06
IL CENTRAL SWEEPING SERVICE	STREET SWEEPING - MAY 2018	AP061818	4373	Street Sweeping	6,405.00
JC LANDSCAPING/TREE SERVICE	REAR YARD PROJECT -7621 LINDEN	AP061818	4374	Drainage Projects	3,945.00
JC LANDSCAPING/TREE SERVICE	REAR YARD PROJECT-7413 ADAMS ST	AP061818	4374	Drainage Projects	6,043.00
JC LANDSCAPING/TREE SERVICE	69TH/HIGH UNDERDRAIN RESTORATION	AP061818	4374	Drainage Projects	2,370.00
JC LANDSCAPING/TREE SERVICE	68TH/HIGH UNDER DRAIN REPAIR RESTORATION	AP061818	4374	Drainage Projects	1,458.00
JEFF MATHIS	BRICK MAILBOX REPAIRS-7814 DEL CT	AP061818	4257	Supplies - Other	400.00
JUST TIRES	TIRES- CROWN VIC (Summer Help)	AP061818	4229	Maintenance - Vehicles	481.08
MARTIN IMPLEMENT SALES, INC.	REPAIR PARTS	AP061818	4225	Maintenance - Equipment	400.40



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 6/18/2018 Through 6/18/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
MARTIN IMPLEMENT SALES, INC.	PARTS 202 and 207	AP061818	4229	Maintenance - Vehicles	115.67
MARTIN IMPLEMENT SALES, INC.	PARTS 202 and 207	AP061818	4229	Maintenance - Vehicles	204.78
MARTIN IMPLEMENT SALES, INC.	STOCK REPAIR PARTS	AP061818	4229	Maintenance - Vehicles	89.10
McMASTER-CARR	FAUCET, PAPER TOWEL DISPENSER, WRENCH FOR POLICE DEPT	AP061818	4223	Maintenance - Building	363.78
NICOR GAS	NICOR 90841110001 PUBLIC WORKS	AP061818	4271	Utilities (Elec,Gas,Wtr,Sewer)	61.27
O'REILLY AUTOMOTIVE, INC.	CLEANING SUPPLIES-TRUCKS	AP061818	4225	Maintenance - Equipment	19.48
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT SCREEN HANSON	AP061818	4219	Liability Insurance	57.00
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT SCREEN ALLEN	AP061818	4219	Liability Insurance	57.00
ORKIN LLC	ORKIN SERVICES FOR POLICE DEPT	AP061818	4223	Maintenance - Building	81.12
ORKIN LLC	ORKIN SERVICES FOR CITY HALL	AP061818	4223	Maintenance - Building	57.00
ORKIN LLC	ORKIN CONTRACT-20018	AP061818	4223	Maintenance - Building	934.50
PATTEN INDUSTRIES, INC.	REPAIR/ LABOR - FORKLIFT	AP061818	4229	Maintenance - Vehicles	871.88
RAGS ELECTRIC	PW MAINT- A/C	AP061818	4223	Maintenance - Building	50.00
RAMIRO GUZMAN LANDSCAPING INC	CITY OFFICES LANDSCAPING CONTRACT	AP061818	4223	Maintenance - Building	976.93
RICMAR INDUSTRIES, INC.	PW MAINT -SCREEN	AP061818	4223	Maintenance - Building	62.50
RICMAR INDUSTRIES, INC.	PW MAINT -WASP/HORNET SPRAY AND GLASS CLEANER	AP061818	4223	Maintenance - Building	180.50
SITE ONE LANDSCAPE SUPPLY	SEED	AP061818	4257	Supplies - Other	506.33
SNAP ON INDUSTRIAL	MODIS EDGE SYSTEM	AP061818	4259	Small Tools & Equipment	2,492.50
STEVE PIPER & SONS, INC.	TUB GRINDING 5-24-18	AP061818	4243	Rent - Equipment	1,540.00
TAMELING INDUSTRIES	STRAW MAT ROLLS -RESTORATION	AP061818	4257	Supplies - Other	196.00

**CITY OF DARIEN  
Expenditure Journal  
General Fund  
Public Works, Streets  
From 6/18/2018 Through 6/18/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
TAMELING INDUSTRIES	SAND - 7725 FARMINGDALE	AP061818	4374	Drainage Projects	92.64
UNIQUE PRODUCTS & SERVICE CORP	CLEANING SUPPLIES	AP061818	4223	Maintenance - Building	128.15
UNIQUE PRODUCTS & SERVICE CORP	PD CLEANING SUPPLIES	AP061818	4223	Maintenance - Building	122.81
UNIQUE PRODUCTS & SERVICE CORP	HAND SOAP	AP061818	4223	Maintenance - Building	51.53
WESTOWN AUTO SUPPLY COMPANY	WHEEL NUT	AP061818	4225	Maintenance - Equipment	4.80
				Total Public Works, Streets	60,243.36

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 6/18/2018 Through 6/18/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	BELT TENSIONER, PULLEY	AP061818	4229	Maintenance - Vehicles	72.98
ADVANCE AUTO PARTS	ALTERNATOR- D7	AP061818	4229	Maintenance - Vehicles	163.71
ADVANCE AUTO PARTS	CREDITS- INV 655985 and INV 649667	AP061818	4229	Maintenance - Vehicles	(121.00)
ADVANCE AUTO PARTS	MUNICIPAL VEHICLE PARTS	AP061818	4229	Maintenance - Vehicles	781.44
ADVANTAGE CHEVROLET	REPAIR PARTS D1	AP061818	4229	Maintenance - Vehicles	478.83
ADVANTAGE CHEVROLET	PANEL FOR D16 AND ONE FOR STOCK	AP061818	4229	Maintenance - Vehicles	350.00
ADVANTAGE CHEVROLET	PANEL FOR D16 AND ONE FOR STOCK	AP061818	4229	Maintenance - Vehicles	350.00
ADVANTAGE CHEVROLET	REPAIR PARTS FOR POLICE VEHICLES	AP061818	4229	Maintenance - Vehicles	67.92
ADVANTAGE CHEVROLET	REPAIR PARTS FOR D1	AP061818	4229	Maintenance - Vehicles	496.23
ADVANTAGE CHEVROLET	REPAIR PARTS FOR D9	AP061818	4229	Maintenance - Vehicles	165.85
ADVANTAGE CHEVROLET	REPAIR PARTS D16	AP061818	4229	Maintenance - Vehicles	59.19
ALPHA PRINTING	INCIDENT REPORTS	AP061818	4235	Printing and Forms	125.00
B & B JOINT VENTURE	ADMIN TOW JUDGE - FEE	AP061818	4219	Liability Insurance	150.00
BROWNELLS, INC.	RANGE TOOLS	AP061818	4217	Investigation and Equipment	59.92
CHASE CARD SERVICES	AMAZON PRIME MEMBERSHIP	AP061818	4213	Dues and Subscriptions	99.00
CHASE CARD SERVICES	BATTERIES FOR POLICE DEPT	AP061818	4217	Investigation and Equipment	5.97
CHASE CARD SERVICES	FOOD FOR K9- NIKO	AP061818	4217	Investigation and Equipment	152.91
CHASE CARD SERVICES	PROCESSING FEE-DUPLICATE TITLE	AP061818	4229	Maintenance - Vehicles	2.23
CHASE CARD SERVICES	DUPLICATE TITLES	AP061818	4229	Maintenance - Vehicles	95.00
CHASE CARD SERVICES	SHIPPING FEE- SIMULATOR GUN -TOPEL	AP061818	4233	Postage/Mailings	15.65
CHASE CARD SERVICES	OFFICE SUPPLIES	AP061818	4253	Supplies - Office	61.92
CHASE CARD SERVICES	DISINFECTANT WIPES	AP061818	4253	Supplies - Office	13.92

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 6/18/2018 Through 6/18/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	INTERNET FOR POLICE DEPT	AP061818	4267	Telephone	199.85
CHRISTINE CHARKEWYCZ	PROSECUTION FEES - MAY 2018	AP061818	4219	Liability Insurance	1,375.00
COX COMMUNICATIONS	case #17-1761 INFO REQUEST	AP061818	4217	Investigation and Equipment	50.00
ILLINOIS SECRETARY OF STATE	D32 REGISTRATION RENEWAL	AP061818	4229	Maintenance - Vehicles	101.00
ILLINOIS SECRETARY OF STATE	D34 REGISTRATION RENEWAL	AP061818	4229	Maintenance - Vehicles	101.00
JENNIFER DOLLINS	CPR CERTIFICATION	AP061818	4219	Liability Insurance	30.00
KING CAR WASH	SQUAD CAR WASHES - MAY 2018	AP061818	4229	Maintenance - Vehicles	236.00
KING CAR WASH	SQUAD CAR WASHES - MAY 2018	AP061818-2	4229	Maintenance - Vehicles	213.50
KING CAR WASH	SQUAD CAR WASHES - MAY 2018	APVOID061818	4229	Maintenance - Vehicles	(236.00)
LEADS ONLINE	INVESTIGATION SOFTWARE	AP061818	4217	Investigation and Equipment	2,238.00
LEXIS NEXIS RISK DATA MGMT	INVESTIGATIVE SEARCHES	AP061818	4217	Investigation and Equipment	50.00
MOORE MEDICAL LLC	FIRST AID SUPPLIES	AP061818	4219	Liability Insurance	88.46
MOORE MEDICAL LLC	QUICK-CLOT DRESSING	AP061818	4219	Liability Insurance	29.99
NICHOLAS SKWERES	CPR CERTIFICATION	AP061818	4219	Liability Insurance	30.00
NICHOLAS SKWERES	FIRST AID MANUALS FOR POLICE DEPT	AP061818	4219	Liability Insurance	167.04
NICOR GAS	NICOR 82800010009 POLICE DEPT	AP061818	4271	Utilities (Elec,Gas,Wtr,Sewer)	426.26
NORTHEAST MULTIREGIONAL TRNG	TOPEL - ARREST SEARCH & SEIZURE COURSE	AP061818	4263	Training and Education	50.00
PARTNERS & PAWS VETERINARY	NIKO - K9 ANNUAL EXAM	AP061818	4225	Maintenance - Equipment	672.27
RAY O'HERRON CO. INC.	AUX KOZAK - UNIFORM	AP061818	4203	Auxiliary Police	377.94
RAY O'HERRON CO. INC.	AUX KOZAK -START-UP UNIFORM	AP061818	4203	Auxiliary Police	274.96

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 6/18/2018 Through 6/18/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RAY O'HERRON CO. INC.	YEO #333 - TOURNIQUET MOLLE POUCHE	AP061818	4269	Uniforms	52.99
RAY O'HERRON CO. INC.	SKWERES #337 - AUDIO TUBE AND PANTS	AP061818	4269	Uniforms	110.44
RAY O'HERRON CO. INC.	MILAZZO #311 -PANTS	AP061818	4269	Uniforms	46.95
STAPLES BUSINESS ADVANTAGE	TONER	AP061818	4253	Supplies - Office	271.29
THEODORE POLYGRAPH SERVICE	POLYGRAPH - PO CANDIDATE PADALIK	AP061818	4205	Boards and Commissions	175.00
ULINE	HAND SANITIZER	AP061818	4253	Supplies - Office	138.49
VERIZON WIRELESS	VERIZON POLICE -(APRIL 24 thru MAY 23, 2018)	AP061818	4267	Telephone	796.23
				Total Police Department	11,713.33
				Total General Fund	100,952.97

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 6/18/2018 Through 6/18/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	ALTERNATOR	AP061818	4229	Maintenance - Vehicles	241.11
ADVANCE AUTO PARTS	CREDIT FOR INV 652886	AP061818	4229	Maintenance - Vehicles	(241.11)
ADVANCE AUTO PARTS	AIR FILTER - 406	AP061818	4229	Maintenance - Vehicles	32.20
AIS	PW SERVER UPGRADE	AP061818	4223	Maintenance - Building	1,514.50
BEST QUALITY CLEANING, INC.	CLEANING CONTRACT - JUNE 2018	AP061818	4223	Maintenance - Building	500.00
CASE LOTS, INC.	JANITORIAL SUPPLIES FOR PW	AP061818	4223	Maintenance - Building	571.15
CENTRAL SOD FARMS	SOD	AP061818	4231	Maintenance - Water System	276.00
CENTRAL SOD FARMS	SOD	AP061818	4231	Maintenance - Water System	276.00
CENTRAL SOD FARMS	SOD	AP061818	4231	Maintenance - Water System	276.00
CENTRAL SOD FARMS	ADDL CENTRAL SOD FARMS	AP061818-3	4231	Maintenance - Water System	276.00
CENTRAL SOD FARMS	BLUEGRASS (900)	AP061818-3	4231	Maintenance - Water System	207.00
CENTRAL SOD FARMS	BLUEGRASS (1200)	AP061818-3	4231	Maintenance - Water System	276.00
CHASE CARD SERVICES	AWWA CLASS -GOMBAC	AP061818	4263	Training and Education	90.00
CHASE CARD SERVICES	AWWA CLASS - GOMBAC	AP061818	4263	Training and Education	50.00
CORE & MAIN	SYSTEM MAINTENANCE	AP061818	4231	Maintenance - Water System	2,387.00
DAN GOMBAC	DRINKING WATER OPERATOR CERT RENEWAL (REIMBURSEMENT)	AP061818	4263	Training and Education	10.00
DUPAGE COUNTY PUBLIC WORKS	METER READS AND BILLING (3-1-18 thru 4-30-18)	AP061818	4336	Data Processing	27,104.24
DUPAGE WATER COMMISSION	WATER PURCHASE - MAY 2018	AP061818	4340	DuPage Water Commission	388,619.92
EJ USA, INC.	FIRE HYDRANTS	AP061818	4231	Maintenance - Water System	2,752.00
HOME DEPOT	PLANT MAINTENANCE	AP061818	4223	Maintenance - Building	37.94
HOME DEPOT	BOLTS, WATER SPEC TOOLS	AP061818	4231	Maintenance - Water System	287.03
HOME DEPOT	LANSCAPE RESTORATION	AP061818	4231	Maintenance - Water System	19.57
KIN-KO ACE STORES INC	REPAIR PARTS- 401	AP061818	4225	Maintenance - Equipment	0.86

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 6/18/2018 Through 6/18/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
LAWSON PRODUCTS INCORPORATED	BOLTS,SCREWS	AP061818	4231	Maintenance - Water System	332.06
McMASTER-CARR	CABINETS	AP061818	4223	Maintenance - Building	335.24
NICOR GAS	NICOR-82541110001 CITY HALL	AP061818	4271	Utilities (Elec,Gas,Wtr,Sewer)	163.09
NICOR GAS	NICOR 12344110007 PLANT #4	AP061818	4271	Utilities (Elec,Gas,Wtr,Sewer)	70.75
NICOR GAS	NICOR 05002110004 PLANT #3	AP061818	4271	Utilities (Elec,Gas,Wtr,Sewer)	94.47
NICOR GAS	NICOR 23644110001 PLANT #5	AP061818	4271	Utilities (Elec,Gas,Wtr,Sewer)	57.90
NICOR GAS	NICOR 90841110001 PUBLIC WORKS	AP061818	4271	Utilities (Elec,Gas,Wtr,Sewer)	61.26
POMP'S TIRE SERVICE, INC.	TIRES FOR 408	AP061818	4229	Maintenance - Vehicles	2,263.68
RAGS ELECTRIC	PW MAINT- A/C	AP061818	4223	Maintenance - Building	50.00
SNAP ON INDUSTRIAL	MODIS EDGE SYSTEM	AP061818	4225	Maintenance - Equipment	2,492.50
SUBURBAN CONCRETE, INC.	CONCRETE PROGRAM - PAYMENT #2 -WATER DEPT	AP061818	4231	Maintenance - Water System	20,498.10
SUBURBAN LABORATORIES	SOIL SAMPLE- JAN 2018	AP061818	4231	Maintenance - Water System	50.00
SUBURBAN LABORATORIES	WATER SAMPLES	AP061818	4241	Quality Control	267.60
SUBURBAN LABORATORIES	WATER SAMPLES - DEC 2017	AP061818	4241	Quality Control	397.60
SUBURBAN LABORATORIES	WATER SAMPLES- FEB 2018	AP061818	4241	Quality Control	252.60
TAMELING INDUSTRIES	SEED MIX -7725 FARMINGDALE RESTORATION	AP061818	4231	Maintenance - Water System	150.00
VERIZON WIRELESS	VERIZON - PW (APRIL 24 thru MAY 23, 2018)	AP061818	4267	Telephone	626.21
ZIEBELL WATER SERVICE PRODUCTS	B-BOX LIDS	AP061818	4231	Maintenance - Water System	338.50
				Total Public Works, Water	454,064.97
				Total Water Fund	454,064.97

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 6/18/2018 Through 6/18/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NORWALK TANK	FRAMES, GRATES	AP061818	4257	Supplies - Other	3,119.10
VILLAGE OF WOODRIDGE	83RD Street Resurfacing /Crack Seal	AP061818	4855	Street Reconstruction/Rehab	22,126.38
				Total MFT Expenses	25,245.48
				Total Motor Fuel Tax	25,245.48



**CITY OF DARIEN  
Expenditure Journal  
Impact Fee Agency Fund  
Impact Fee Expenditures  
From 6/18/2018 Through 6/18/2018**

<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 PARK DISTRICT	IMPACT FEE - 7728 LESTER LANE	AP061818	4215	Impact Fees Disbursed	3,486.00
HINSDALE SOUTH HIGH SCHOOL	IMPACT FEE -7728 LESTER LANE	AP061818	4215	Impact Fees Disbursed	1,088.00
INDIAN PRAIRIE PUBLIC LIBRARY	IMPACT FEE - 7728 LESTER LANE	AP061818	4215	Impact Fees Disbursed	141.00
MARK DELAY -SCHOOL DIST 61	IMPACT FEES -7728 LESTER LANE	AP061818	4215	Impact Fees Disbursed	2,667.00
				Total Impact Fee Expenditures	7,382.00
				Total Impact Fee Agency Fund	7,382.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**Special Service Area Tax Fund**  
**SSA Expenditures**  
**From 6/18/2018 Through 6/18/2018**

<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	TARA HILL SUBDIVISION R-31-17	AP061818	4325	Consulting/Professional	2,510.00
				Total SSA Expenditures	2,510.00
				Total Special Service Area Tax Fund	2,510.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**State Drug Forfeiture Fund**  
**Drug Forfeiture Expenditures**  
**From 6/18/2018 Through 6/18/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DUPAGE METROPOLITAN ENF GROUP	MEG ANNUAL DUES FYE19	AP061818	4273	Vehicle (Gas and Oil)	17,680.00
				Total Drug Forfeiture Expenditures	17,680.00
				Total State Drug Forfeiture Fund	17,680.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Depreciation Fund**  
**Depreciation Expenses**  
**From 6/18/2018 Through 6/18/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
TRAFFIC CONTROL AND PROTECTION	MESSAGE BOARDS FOR PLAINFIELD RD WATERMAIN	AP061818	4390	Capital Improv-Infrastructure	1,950.00
				Total Depreciation Expenses	1,950.00
				Total Water Depreciation Fund	1,950.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**Federal Equitable Sharing Fund**  
**Drug Forfeiture Expenditures**  
**From 6/18/2018 Through 6/18/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ELASTEC INC	DRUG TERMINATOR	AP061818	4213	Dues and Subscriptions	4,200.00
				Total Drug Forfeiture Expenditures	4,200.00
				Total Federal Equitable Sharing Fund	4,200.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 6/18/2018 Through 6/18/2018**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DAS ENTERPRISES, INC.	DITCH PROJECT- CLARENDON HILLS -HAULING (6-11 AND 6-12-18)	AP061818	4376	Ditch Projects	2,333.05
DAS ENTERPRISES, INC.	DITCH PROJECT: d 71ST ST	AP061818	4376	Ditch Projects	804.50
DAS ENTERPRISES, INC.	DITCH PROJECT: ELEANOR	AP061818	4376	Ditch Projects	1,609.00
DAS ENTERPRISES, INC.	DITCH PROJECT: ELEANOR (6-4-18 thru 6-8-18)	AP061818	4376	Ditch Projects	6,777.91
DENLER INC.	2018 CRACK FILL PROGRAM	AP061818	4382	Crack Seal Program	154,176.00
DUPAGE TOPSOIL, INC.	DITCH PROJECT- DALE RD TOPSOIL	AP061818	4376	Ditch Projects	175.00
DUPAGE TOPSOIL, INC.	TOPSOIL	AP061818	4376	Ditch Projects	2,450.00
HOME DEPOT	SUPPLIES FOR DALE RD DITCH	AP061818	4376	Ditch Projects	95.61
HOMER TREE CARE, INC.	TREE REMOVAL- 6929 CLARENDON HILLS RD	AP061818	4376	Ditch Projects	1,681.25
JC LANDSCAPING/TREE SERVICE	DALE DITCH PROJECT RESTORATION	AP061818	4376	Ditch Projects	8,134.00
NORWALK TANK	DITCH PROJECT: CLARENDON HILLS - ADJ RINGS	AP061818	4376	Ditch Projects	780.32
NORWALK TANK	DITCH PROJECT- CLARENDON HILLS PIPE	AP061818	4376	Ditch Projects	7,989.00
NORWALK TANK	DITCH PROJECT- CLARENDON HILLS PIPE	AP061818	4376	Ditch Projects	2,717.00
NORWALK TANK	12 in METAL FLARED END SECTION	AP061818	4376	Ditch Projects	381.41
NORWALK TANK	PIPE LUBRICANT	AP061818	4376	Ditch Projects	135.84
SCORPIO CONSTRUCTION CORP	DITCH PROJECT: ELEANOR (5-30-18 thru 6-7-18)	AP061818	4376	Ditch Projects	73,628.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 6/18/2018 Through 6/18/2018**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
SUBURBAN CONCRETE, INC.	CONCRETE PROGRAM - PAYMENT #2 -DALE RD	AP061818	4376	Ditch Projects	4,435.20
SUBURBAN CONCRETE, INC.	CONCRETE PROGRAM - PAYMENT #2 -71 STREET	AP061818	4376	Ditch Projects	11,363.10
SUBURBAN CONCRETE, INC.	CONCRETE PROGRAM - PAYMENT #2 -SIDEWALKS	AP061818	4380	Sidewalk Replacement Progr...	82,644.75
SUBURBAN CONCRETE, INC.	CONCRETE PROGRAM - PAYMENT #2 -RESIDENTIAL REIMBURSEMENT	AP061818	4381	Residential Concrete Program	39,090.38
SUBURBAN CONCRETE, INC.	CONCRETE PROGRAM - PAYMENT #2-OTHER PW PROJECTS	AP061818	4383	Curb & Gutter Replacement ...	5,250.00
SUBURBAN CONCRETE, INC.	CONCRETE PROGRAM - PAYMENT #2 -CURB & GUTTER	AP061818	4383	Curb & Gutter Replacement ...	245,981.93
VULCAN CONSTRUCTION MATERIALS	DITCH PROJECT: 71ST STREET -STONE	AP061818	4376	Ditch Projects	8,635.90
VULCAN CONSTRUCTION MATERIALS	DITCH PROJECT - STONE FOR 71st	AP061818	4376	Ditch Projects	2,329.32
VULCAN CONSTRUCTION MATERIALS	DTICH PROJECT -ELEANOR -BEDDING STONE	AP061818	4376	Ditch Projects	1,999.60
WILLCO GREEN LLC	ELEANOR DITCH	AP061818	4376	Ditch Projects	1,118.00
				Total Capital Fund Expenditures	666,716.07
				Total Capital Improvement Fund	666,716.07
Report Total					1,280,701.49



**ACCOUNT SUMMARY**

Previous Balance	\$2,617.76
Payment, Credits	-\$2,660.58
Purchases	+\$1,525.95
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
<b>New Balance</b>	<b>\$1,483.13</b>

Opening/Closing Date	05/03/18 - 06/02/18
Revolving Credit Amount	\$50,000
Available Credit	\$48,516
Cash Access Line	\$10,000
Available for Cash	\$10,000
Past Due Amount	\$0.00
Balance over the Credit Access Line	\$0.00

**PAYMENT INFORMATION**

New Balance	\$1,483.13
Payment Due Date	06/24/18
Minimum Payment Due	\$296.00
<b>Late Payment Warning:</b> If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee.	
<b>Minimum Payment Warning:</b> Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your card or go to the web site listed above.	

**CHASE ULTIMATE REWARDS® SUMMARY**

Previous points balance	9,503
+ 1 Point per \$1 earned on all purchases	1,484
= Total points available for redemption	10,987

With the Chase Corporate Flex Card(SM), your business earns 1 point per \$1 spent on all purchases, with no caps or expiration on points. Redeem for travel, employee incentives, cash and more. View your options at [www.ultimaterewards.com](http://www.ultimaterewards.com)

**ACCOUNT ACTIVITY**

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/22	Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) -\$2,617.76 INCLUDING PAYMENTS RECEIVED	-2,617.76
05/04	COMCAST CHICAGO CS 1X 800-266-2278 IL INTERNET FOR POLICE DEPT	199.85
05/12	Amazon.com AMZN.COM/BILL WA OFFICE SUPPLIES	61.92
05/13	AmazonPrime Membership amzn.com/prme WA PRIME MEMBERSHIP ROSE MARY GONZALEZ TRANSACTIONS THIS CYCLE (CARD 2755) \$360.77	99.00
05/30	VERIZON WRLS M7384-01 WILLOWBROOK IL REFUND	-42.82
05/09	MOST DEPENDABLE FOUNTAINS 901-8670039 TN FOUNTAIN HEAD	308.00
05/10	IL TOLLWAY AUTO REPLENISH 800-824-7277 IL IPASS REPLENISH	40.00
05/14	IN *GORILLA-LIFT 806-6776641 KY LANDSCAPE TRAILER	42.85
05/22	COMCAST CHICAGO 800-COMCAST IL INTERNET FOR PUBLIC WORKS	89.85
05/23	AWWA.ORG 303-347-6197 CO GOMBAC CLASS	50.00
05/24	AIR 1 WIRELESS DARIEN IL GOMBAC BLUETOOTH	44.81
05/25	VERIZON WRLS M7384-01 WILLOWBROOK IL SOUNDSPORT	213.99
05/26	AWWA.ORG 303-347-6197 CO GOMBAC CLASS	90.00



**BUSINESS CARD STATEMENT**



Customer Service:  
1-800-275-0863



Mobile: Download the  
Chase Mobile® app today

**ACCOUNT ACTIVITY**

(CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
	DANIEL GOMBAC TRANSACTIONS THIS CYCLE (CARD 8085) \$836.68	
05/02	4TE*ILSecofStateSFee VEHI SPRINGFIEL IL <i>DUPLICATE TITLE FEES</i>	2.23
05/02	4TE*ILSecretaryofState Na Naperville IL	95.00
05/11	PETSMART # 0422 DARIEN IL <i>FOOD FOR K-9</i>	13.92
05/15	WAL-MART #2215 DARIEN IL <i>DISINFECTANT</i>	5.97
05/22	WAL-MART #2215 DARIEN IL <i>BATTERIES</i>	15.65
05/22	UPS (800) 811-1648 WESTMONT IL <i>SHIPPING FEE - BGT TOPEL</i> PAULINA NOGA TRANSACTIONS THIS CYCLE (CARD 1213) \$285.68	

2018 Totals Year-to-Date	
Total fees charged in 2018	\$0.00
Total interest charged in 2018	\$61.13

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

**INTEREST CHARGES**

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

Balance Type	Annual Percentage Rate (APR)	Balance Subject To Interest Rate	Interest Charges
<b>PURCHASES</b>			
Purchases	14.74%(v)(d)	-0-	-0-
<b>CASH ADVANCES</b>			
Cash Advances	20.74%(v)(d)	-0-	-0-
<b>BALANCE TRANSFERS</b>			
Balance Transfer	14.74%(v)(d)	-0-	-0-

31 Days in Billing Period

(v) = Variable Rate  
(d) = Daily Balance Method (including new transactions)  
(a) = Average Daily Balance Method (including new transactions)

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

**AGENDA MEMO**  
**City Council**  
**June 18, 2018**

**ISSUE STATEMENT**

A Resolution authorizing the Mayor to execute a Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150-Public Employees Division and the City of Darien (May 1, 2018 through April 30, 2023).

**RESOLUTION**

**BACKGROUND/HISTORY**

The contract between the City of Darien and the International Union of Operating Engineers ended on April 30, 2018. Staff met with the union representatives over the course of several months and came to a five year agreement with wage increases of 2% in 2018, 2% in 2019, 2% in 2020, 2.25% in 2021 and 2.5% in 2022. In addition, the employee contribution for their health insurance premium will remain at 20%.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approving the contract.

**ALTERNATE CONSIDERATION**

Not approving the contract.

**DECISION MODE**

This item will be on the agenda for the June 18, 2018, City Council meeting for formal approval.



**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150-PUBLIC EMPLOYEES DIVISION AND THE CITY OF DARIEN (MAY 1, 2018 THROUGH APRIL 30, 2023)**

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

**SECTION 1:** The City Council of the City of Darien hereby Authorizes the Mayor to Execute a Collective Bargaining Agreement Between the International Union of Operating Engineers, Local 150-Public Employees Division and the City of Darien (May 1, 2018 through April 30, 2023), 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 18<sup>th</sup> day of June, 2018.

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 18<sup>th</sup> day of June, 2018.

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

ATTEST:

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

APPROVED AS TO FORM:

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



# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**PUBLIC EMPLOYEES DIVISION**

**AND**

**CITY OF DARIEN**

**May 1, 2018 through April 30, 2023**

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## **AGREEMENT**

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

### **PREAMBLE**

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

### **ARTICLE I**

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

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

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

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

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

### **SECTION 1.3: MANAGEMENT RIGHTS**

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

## **ARTICLE II**

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

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



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

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

**SECTION 2.3: UNION BULLETIN BOARD**

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

**ARTICLE III**

**UNION DUES/FAIR SHARE CHECKOFF**

**SECTION 3.1: DEDUCTIONS**

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

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

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

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

**SECTION 3.2: FAIR SHARE**

Pursuant to the Illinois Public Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

**SECTION 3.3: APPEAL PROCEDURE**

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

**SECTION 3.4: HOLD HARMLESS**

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

## ARTICLE IV

### HOURS OF WORK AND OVERTIME

#### **SECTION 4.1: WORKDAY AND WORKWEEK**

- A. The workday is eight (8) hours, and the workweek is forty (40) hours.
- B. Except as set forth herein, the regular hours/workdays for bargaining unit employees shall be eight (8) hours per day, 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour unpaid lunch, Monday through Friday. The Employer may alter start time on a permanent basis upon sixty (60) days notice to the Union and an opportunity to discuss the issue, however the altered starting time can be no earlier than 6:00 a.m., and no later than 8:00 a.m. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees may be allowed to leave work thirty (30) minutes early, or shall be compensated at the appropriate rate of overtime should an employee not leave work early.
- C. Employees will be provided with one (1) fifteen (15) minute work break in the morning and one (1) fifteen (15) minute work break in the afternoon. Employees are allowed a ten (10) minute clean up period before the end of the workday.
- D. The Employer may make a temporary short term reassignment of hours once per year with at least fourteen (14) days notice for the sole purpose of hydrant flushing. In the event the City receives notice of a predicted major snow event the City may send employees home during the day in order for them to obtain rest in anticipation of extended snow callout overtime work. In the event the major snow event does not materialize and the employees are not called back to work prior to 8:00 p.m. on the night they are sent home, the employees will receive their regular pay for the hours they were sent home earlier that workday. If they are in fact called back to work prior to 8:00 p.m. on the night they are sent home, they will be afforded no less

than the amount of time they need to complete the 8 hour day of work or pay. Employees will be permitted to use accrued compensatory time to make up for the time in which they are sent home or have a delayed start at the beginning of each snow event.

**SECTION 4.2: OVERTIME COMPENSATION**

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

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

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

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

**SECTION 4.3: OVERTIME DISTRIBUTION**

A. The Employer agrees to distribute overtime as equally as possible among those employees who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on that overtime. The parties recognize that they have an obligation to the community to provide services and this obligation will occasionally require the working of overtime.

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

**SECTION 4.4: CALLBACK**

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

**SECTION 4.5: COMPENSATORY TIME**

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

**ARTICLE V**

**SENIORITY**

**SECTION 5.1: SENIORITY DEFINED**

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

**SECTION 5.2: BREAKS IN CONTINUOUS SERVICE**

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

### **SECTION 5.3: SENIORITY LIST**

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

### **SECTION 5.4: PROBATIONARY EMPLOYEES**

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

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

## **ARTICLE VI**

### **LAYOFF AND RECALL**

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

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least sixty (60) days notice of any layoffs and offer the Union an opportunity to discuss the planned layoffs, including alternatives the Union may propose to the layoffs.

#### **SECTION 6.2: GENERAL PROCEDURES**

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

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

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

**ARTICLE VII**

**DISCIPLINARY PROCEDURES**

**SECTION 7.1: EMPLOYEE DISCIPLINE**

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

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

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

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

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

**SECTION 7.2: RIGHT TO REPRESENTATION**

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

**ARTICLE VIII**

**GRIEVANCE PROCEDURE**

**SECTION 8.1: GRIEVANCE DEFINED**

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



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

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

## **SECTION 8.3: GRIEVANCE STEPS**

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

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

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

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

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

### **STEP THREE: ARBITRATION**

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 8.5: SETTLEMENTS AND TIME LIMITS**

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

**SECTION 8.6: UNION STEWARDS**

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

**ARTICLE IX  
HOLIDAYS**

**SECTION 9.1: GENERAL INFORMATION**

Holidays are:

New Year's Day

Memorial Day

Christmas Eve Day

Christmas Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

President's Day

Independence Day

Good Friday

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

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

**SECTION 9.2: HOLIDAYS FALLING ON WEEKENDS**

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

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

**SECTION 9.3: VACATION LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 9.4: SICK LEAVE**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

## **SECTION 9.7 JURY DUTY LEAVE**

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

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

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

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

## **SECTION 9.8 MILITARY LEAVE**

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

## **SECTION 9.9 FUNERAL LEAVE**

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

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

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

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

## **ARTICLE X**

### **LABOR MANAGEMENT CONFERENCES**

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

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

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

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

**SECTION 10.2: PURPOSE**

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

**SECTION 10.4: UNSAFE CONDITIONS**

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

**ARTICLE XI**

**SUBCONTRACTING**

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

## **ARTICLE XII**

### **INSURANCE**

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

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

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

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

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

## **ARTICLE XIII OPEN**

### **UNIFORMS AND EQUIPMENT**

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

The Employer shall provide \$475.00 yearly for work related clothing for all bargaining unit employees, to be used at each employee's discretion. No employee may utilize uniform allowance during the last three (3) months of employment prior to that employee's retirement unless the retirement is precipitated by an unforeseen health condition of the employee or

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

**SECTION 13.2: PROTECTIVE CLOTHING**

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

**ARTICLE XIV**

**WAGES**

**SECTION 14.1: WAGE SCHEDULE**

The Wages for the term of this Agreement are set forth in Appendix A.

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

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

B. In the event a vacancy occurs in a GU2 or GU1 position and the Employer determines to fill that position, all employees will be given an opportunity to bid for that position. The decision of the Employer will be final.

C. Whenever a GU2 or GU1 position is being filled, and the top 2 candidates possess equal qualifications and skills, the employee with greater seniority will be appointed to the position.

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

May 1, 2018 - \$2250

May 1, 2019 - \$2450

May 1, 2020 - \$2550

May 1, 2021 - \$2650

May 1, 2022 - \$2750

During the term of this agreement, the City, at its discretion, may increase the maximum merit amount by \$500 for up to 5 employees for maintaining certain certifications or for oversight of certain projects as determined by the City. If an employee receives a merit bonus of less than \$1,200.00 the employee may grieve the Employer's determination in accordance with Article VIII of this Agreement.

E. When an employee is promoted to GU2 or GU1, that employee will be placed at the first step above the employee's current salary (for example, if during 2011-12 a GU3 at Step 7 is promoted to GU2, that employee shall be placed at Step 4 on the GU2 schedule.

## **ARTICLE XV**

### **MISCELLANEOUS PROVISIONS**

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

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

## **ARTICLE XVII**

#### **SECTION 17.1: PROHIBITION AGAINST DISCRIMINATION**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age,

national origin, political affiliation and/or beliefs, or other non-merit factors. Rights of employees pursuant to this Article may be grieved but cannot be arbitrated.

**SECTION 17.2: UNION ACTIVITY**

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

**ARTICLE XVIII**

**SECTION 18.1: NO STRIKE**

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

**SECTION 18.2: NO LOCKOUT**

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

**ARTICLE XIX**

**SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.



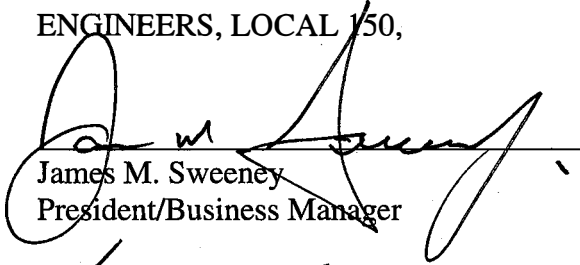
## **ARTICLE XX**

### **TERMINATION**

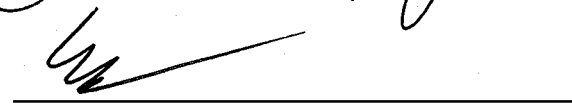
This Agreement shall be effective when signed and shall remain in full force and effect until the 30<sup>th</sup> day of April, 2023. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement this 13<sup>th</sup> day of June, 2018 in the City of DARIEN, ILLINOIS.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150,



James M. Sweeney  
President/Business Manager



Kenneth Edwards  
Field Attorney/Organizer

CITY OF DARIEN

\_\_\_\_\_  
Kathleen A. Weaver, Mayor

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

Appendix A

IUOE, Local 150 - City of Darien PW

1-May-18

	<b>GU3</b>	<b>GU2</b>	<b>GU1</b>	<b>MECH</b>
<b>START</b>	\$ 41,564.39	\$ 47,720.36	\$ 50,976.38	\$ 57,250.68
<b>1 YR</b>	\$ 43,566.78	\$ 50,116.83	\$ 53,353.61	\$ 59,888.57
<b>2 YR</b>	\$ 45,569.17	\$ 52,396.04	\$ 55,773.93	\$ 62,526.47
<b>3 YR</b>	\$ 49,007.11	\$ 56,326.44	\$ 59,929.52	\$ 67,132.33
<b>4 YR</b>	\$ 51,396.22	\$ 58,941.92	\$ 62,715.88	\$ 70,261.58
<b>5 YR</b>	\$ 53,669.91	\$ 61,556.28	\$ 65,503.35	\$ 73,390.83
<b>6 YR</b>	\$ 55,940.28	\$ 64,171.76	\$ 68,289.71	\$ 76,522.29
<b>7 YR</b>	\$ 58,218.42	\$ 66,786.12	\$ 71,074.96	\$ 79,650.43
<b>8 YR</b>	\$ 60,485.46	\$ 69,400.48	\$ 73,862.43	\$ 82,780.79
<b>9 YR</b>	\$ 62,756.94	\$ 72,017.07	\$ 76,648.79	\$ 85,908.92

1-May-19

	<b>GU3</b>	<b>GU2</b>	<b>GU1</b>	<b>MECH</b>
<b>START</b>	\$ 42,395.68	\$ 48,674.77	\$ 51,995.91	\$ 58,395.69
<b>1 YR</b>	\$ 44,438.12	\$ 51,119.16	\$ 54,420.68	\$ 61,086.35
<b>2 YR</b>	\$ 46,480.56	\$ 53,443.96	\$ 56,889.41	\$ 63,777.00
<b>3 YR</b>	\$ 49,987.26	\$ 57,452.97	\$ 61,128.11	\$ 68,474.98
<b>4 YR</b>	\$ 52,424.14	\$ 60,120.76	\$ 63,970.20	\$ 71,666.81
<b>5 YR</b>	\$ 54,743.31	\$ 62,787.41	\$ 66,813.42	\$ 74,858.64
<b>6 YR</b>	\$ 57,059.09	\$ 65,455.19	\$ 69,655.51	\$ 78,052.74
<b>7 YR</b>	\$ 59,382.79	\$ 68,121.84	\$ 72,496.46	\$ 81,243.44
<b>8 YR</b>	\$ 61,695.17	\$ 70,788.49	\$ 75,339.68	\$ 84,436.40
<b>9 YR</b>	\$ 64,012.07	\$ 73,457.41	\$ 78,181.77	\$ 87,627.10

1-May-20

	<b>GU3</b>	<b>GU2</b>	<b>GU1</b>	<b>MECH</b>
<b>START</b>	\$ 43,243.60	\$ 49,648.27	\$ 53,035.82	\$ 59,563.60
<b>1 YR</b>	\$ 45,326.88	\$ 52,141.55	\$ 55,509.10	\$ 62,308.07
<b>2 YR</b>	\$ 47,410.17	\$ 54,512.84	\$ 58,027.19	\$ 65,052.54
<b>3 YR</b>	\$ 50,987.00	\$ 58,602.03	\$ 62,350.67	\$ 69,844.48
<b>4 YR</b>	\$ 53,472.62	\$ 61,323.17	\$ 65,249.60	\$ 73,100.15
<b>5 YR</b>	\$ 55,838.18	\$ 64,043.16	\$ 68,149.68	\$ 76,355.82
<b>6 YR</b>	\$ 58,200.27	\$ 66,764.29	\$ 71,048.62	\$ 79,613.79
<b>7 YR</b>	\$ 60,570.44	\$ 69,484.28	\$ 73,946.39	\$ 82,868.31
<b>8 YR</b>	\$ 62,929.07	\$ 72,204.26	\$ 76,846.48	\$ 86,125.13
<b>9 YR</b>	\$ 65,292.32	\$ 74,926.56	\$ 79,745.41	\$ 89,379.65

1-May-21

	<b>GU3</b>	<b>GU2</b>	<b>GU1</b>	<b>MECH</b>
<b>START</b>	\$ 44,216.58	\$ 50,765.35	\$ 54,229.13	\$ 60,903.78

**IUOE, Local 150 - City of Darien PW**

1 YR	\$ 46,346.74	\$ 53,314.73	\$ 56,758.05	\$ 63,710.00
2 YR	\$ 48,476.90	\$ 55,739.38	\$ 59,332.81	\$ 66,516.22
3 YR	\$ 52,134.21	\$ 59,920.58	\$ 63,753.56	\$ 71,415.98
4 YR	\$ 54,675.76	\$ 62,702.94	\$ 66,717.72	\$ 74,744.90
5 YR	\$ 57,094.54	\$ 65,484.13	\$ 69,683.05	\$ 78,073.82
6 YR	\$ 59,509.78	\$ 68,266.49	\$ 72,647.21	\$ 81,405.10
7 YR	\$ 61,933.28	\$ 71,047.67	\$ 75,610.18	\$ 84,732.85
8 YR	\$ 64,344.97	\$ 73,828.86	\$ 78,575.52	\$ 88,062.95
9 YR	\$ 66,761.39	\$ 76,612.40	\$ 81,539.68	\$ 91,390.69

**1-May-22**

	<b>GU3</b>	<b>GU2</b>	<b>GU1</b>	<b>MECH</b>
START	\$ 45,321.99	\$ 52,034.49	\$ 55,584.86	\$ 62,426.38
1 YR	\$ 47,505.40	\$ 54,647.60	\$ 58,177.00	\$ 65,302.75
2 YR	\$ 49,688.82	\$ 57,132.86	\$ 60,816.13	\$ 68,179.13
3 YR	\$ 53,437.56	\$ 61,418.59	\$ 65,347.40	\$ 73,201.38
4 YR	\$ 56,042.65	\$ 64,270.52	\$ 68,385.66	\$ 76,613.52
5 YR	\$ 58,521.90	\$ 67,121.23	\$ 71,425.13	\$ 80,025.67
6 YR	\$ 60,997.52	\$ 69,973.15	\$ 74,463.39	\$ 83,440.23
7 YR	\$ 63,481.61	\$ 72,823.87	\$ 77,500.44	\$ 86,851.17
8 YR	\$ 65,953.60	\$ 75,674.58	\$ 80,539.91	\$ 90,264.52
9 YR	\$ 68,430.43	\$ 78,527.71	\$ 83,578.17	\$ 93,675.45

**AGENDA MEMO**  
**City Council**  
**Meeting Date: June 18, 2018**

**ISSUE STATEMENT**

Consideration of a motion authorizing BMO Harris Bank, Citibank, Community Bank of Willowbrook, Countryside Bank, First American Bank, First Merchants Bank, JP Morgan Chase Bank, MB Financial Bank, Republic Bank and West Suburban Bank to become depositories for City funds.

**BACKGROUND/HISTORY**

The City Treasurer is authorized to deposit funds at financial institutions authorized by the City Council in accordance with the City's investment policy. The last authorization included banks in Darien or banks that are members of the Darien Chamber. Since the last authorization in 2006, there have been several changes to that list. This approval simply updates the list of current banks allowing the City to invest in Certificate of Deposits if rates became favorable.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends authorizing these banks to become depositories for City funds.

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item will be on the agenda for the June 18, 2018, City Council meeting for formal approval.



AGENDA MEMO  
City Council  
Meeting Date: June 18, 2018

ISSUE STATEMENT

Approval of recommendation releasing executive session minutes that no longer requires confidentiality. [BACKUP](#)

BACKGROUND/HISTORY

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

STAFF/COMMITTEE RECOMMENDATION

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

ALTERNATE CONSIDERATION

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

DECISION MODE

This will be placed on the June 18, 2018, City Council meeting for formal consideration.



**CURRENT UNRELEASED EXECUTIVE SESSION MINUTES**

	<b>2003</b>		<b>2018</b>
	May 5, 2003 –Litigation- first 3 paragraphs only		April 2, 2018 – Collective Bargaining
	May 19, 2003 – Litigation – last paragraph only		April 16, 2018 – Collective Bargaining
	<b>2004</b>		May 7, 2018 – Collective Bargaining
	January 19, 2004 Litigation		
	April 5, 2004 – Litigation		
	<b>2017</b>		
	Feb 13, 2017 – Purchase or Lease of Real Estate		
	March 6, 2017 - Purchase or Lease of Real Estate		
*	August 21, 2017 - Personnel		
*	September 5, 2017 - Personnel		
*	September 18, 2017 - Personnel		
*	October 16, 2017 - Personnel		

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

**AGENDA MEMO**  
**City Council**  
**June 18, 2018**

**ISSUE STATEMENT**

Approval of a resolution accepting a quote from Suburban Laboratories, Inc. for the 2018/19 Unregulated Contaminant Monitoring Rule (UCMR 4) Water Sampling Program in an amount not to exceed \$13,480.

**RESOLUTION**

**BACKGROUND/HISTORY**

The United States Environmental Protection Agency has implemented a mandate, Unregulated Contaminant Monitoring Rule (UCMR 4) Water Sampling Program that requires public water systems to collect occurrence data for contaminants that may be present in drinking water, but are not yet subject to EPA's drinking water standards set under the Safe Drinking Water Act (SDWA). This rule identifies eleven analytical methods to support water system monitoring for a total of 30 chemical contaminants, consisting of nine cyanotoxins and one cyanotoxin group; two metals; eight pesticides plus one pesticide manufacturing byproduct (hereinafter collectively referred to as "pesticides"); three brominated haloacetic acid disinfection byproduct groups; three alcohols; and three semivolatile organic chemicals. Please note that all quotes include contingencies.

City staff received the scheduled 2018/19 sampling requirements from the United States Environmental Protection Agency, see attached, labeled as [Attachment A](#). City Staff requested competitive quotes for the mandated testing and below is a summary of the quotes:

<b><u>TESTING FACILITY</u></b>	<b><u>PRICING SCHEDULE</u></b>
Eurofins Eaton Analytical, LLC	\$ 19,840
PDC Laboratories	\$ 13,620
<b>Suburban Laboratories</b>	<b>\$ 13,480</b>
Pace Analytical Services	\$ 20,864

The FY18/19 budget did **not** include funding for the mandated testing due to staff oversight. The first round of sampling is required in July, therefore, due to timing this item has not been reviewed by the Municipal Services Committee. The proposed expenditure would be expended from the following accounts:

<b>ACCOUNT NUMBER</b>	<b>ACCOUNT DESCRIPTION</b>	<b>FY 18/19 BUDGET</b>	<b>PROPOSED EXPENDITURE</b>	<b>BUDGET BALANCE</b>
02-50-4241	Quality Control EPA-Stage 4-Sampling	\$10,850	*\$9,160-\$13,480	*(\$9,160)-(\$13,480)

\*Pending results of the required samples, additional testing may be required if levels exceed the EPA requirements. The City Staff will further review during the fiscal year to realize potential savings to make up the proposed shortfall.

**STAFF RECOMMENDATION**

The City Staff recommends approval of a resolution accepting a quote from Suburban Laboratories,



Water Sampling Program

June 18, 2018

Page 2

Inc. for the 2018/19 Unregulated Contaminant Monitoring Rule (UCMR 4) Water Sampling Program in an amount not exceed \$13,480.

**ALTERNATE CONSIDERATION**

As recommended by the City Council.

**DECISION MODE**

This item will be placed on the June 18, 2018 City Council agenda, New Business, for formal consideration by the City Council.

MEMO



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

CINCINNATI, OHIO 45268

Office of Ground Water and Drinking Water

October 17, 2017

RE: Large PWS Registration for the Fourth Unregulated Contaminant Monitoring Rule

City Hall  
1702 Plainfield Road  
Darien, IL, 60561

PWSID: **IL0430270**  
Your CRK is: **1A8F3463**

Dear Public Water System:

Darien

**ACTION**

Our records indicate that your water system is subject to the requirements of the next Unregulated Contaminant Monitoring Rule (UCMR 4), as published on December 20, 2016 (81 FR 92666). UCMR 4 requires you to report your water system's contacts; ensure proper sample location inventory is defined; and review your predefined sampling schedule via our internet-based reporting system, the Safe Drinking Water Accession and Review System (SDWARS) in advance of the start of monitoring (December 31, 2017). These tasks, described further in a notification letter in SDWARS, are on a strict schedule once the rule is published.

**COMPLETE NOW**

You have not registered or accepted your notification letter in SDWARS. To register, go to the Central Data Exchange (CDX) portal <http://cdx.epa.gov/preregistration/>, enter the customer retrieval key (CRK) listed above, and follow the directions to complete registration. We recommend you do this as soon as possible. Once a CDX account for SDWARS is established, you may nominate other individuals to serve as representatives for your organization using the Nominate User link in the left sidebar on the main SDWARS page. A new CRK will be generated within SDWARS for the nominee to use in establishing their own account.

**TRAINING**

EPA's Office of Ground Water and Drinking Water will be hosting a webinar on November 6th to assist public water systems with SDWARS. EPA will present information on contacts, inventory, schedule, additional data elements, and data review. Those who wish to participate must register at: <https://attendee.gotowebinar.com/register/7373883911473632259>.

**BACKGROUND**

The Safe Drinking Water Act (SDWA), as amended in 1996, requires the U.S. Environmental Protection Agency (EPA) to establish criteria for a program (UCMR) to monitor unregulated contaminants in drinking water and to identify no more than 30 contaminants to be monitored every five years. This dataset is one of the primary sources of information on occurrence, levels of exposure and population exposure EPA uses to develop regulatory decisions for contaminants in the public drinking water supply. Under UCMR 4, community water systems and non-transient, non-community water systems serving a retail population more than 10,000 persons as of December 31, 2015, including those that purchase all their water, are required to participate.

These public water systems are responsible for collecting drinking water samples, having them analyzed properly, reporting the results, and notifying the public of the results.

## **CONTACT**

For more information, EPA recommends that you review the UCMR 4 Website (<https://www.epa.gov/dwucmr/fourth-unregulated-contaminant-monitoring-rule>). For questions regarding SDWARS or CDX, please contact the CDX Help Desk at 1-888-890-1995. For implementation or general questions, please contact the UCMR Message Center at 1-800-949-1581 or [UCMR4@glec.com](mailto:UCMR4@glec.com). Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory J. Carroll". The signature is fluid and cursive, with the first name "Gregory" being the most prominent part.

Gregory J. Carroll, Director  
Technical Support Center



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

**A RESOLUTION ACCEPTING A QUOTE FROM SUBURBAN LABORATORIES, INC. FOR THE 2018/19 UNREGULATED CONTAMINANT MONITORING RULE (UCMR 4) WATER SAMPLING PROGRAM IN AN AMOUNT NOT EXCEED \$13,480**

**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 contract with Suburban Laboratories, Inc. for the 2018/19 Unregulated Contaminant Monitoring Rule (UCMR 4) Water Sampling Program in an amount not exceed \$13,480, 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 18<sup>h</sup> day of June 2018.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18<sup>th</sup> day of June 2018.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**SUBURBAN LABORATORIES, Inc.**



**Quotation for Analytical Services**

1950 S. Batavia Ave., Suite 150 Geneva, Illinois 60134  
 Tel. (708) 544-3260 • Toll Free (800) 783-LABS  
 Fax (708) 544-8587  
[www.suburbanlabs.com](http://www.suburbanlabs.com)

Kris Throm  
 Village of Darien Drinking Water  
 1041 S Frontage Road  
 Darien, IL 60561

Phone: (630) 514-3453  
 Fax: (630) 887-0091  
 TAT: 14 working days

Project Manager: Pat Rodriguez  
 Sales Rep: Dan Galeher  
 Payment Terms: NET30 Days

Quote#: 1103  
 Date: 11/27/2017

ClientID: DARIEN\_DW  
 Quote Project Name: UCMR4-2018

Analysis	Method	Remarks	Qty	Quote Price	Total
<b><u>Sample Group: AM1-starts January 2019 qtrly</u></b>					
UCMR4 AM1 methods			8	\$495.00	\$3,960.00
EPA 530	530				
METALS by ICPMS	200.8				
Pesticide Compounds	525.3				
UCMR Alcohols	541				
<b>Total Sample Group</b>					<b>\$3,960.00</b>
<b><u>Sample Group: AM2-starts January 2019 qtrly</u></b>					
552			16	\$75.00	\$1,200.00
HALOACETIC ACIDS (HAA5)	552.3				
<b>Total Sample Group</b>					<b>\$1,200.00</b>
<b><u>Sample Group: AM3-starts July 2018 bi-weekly</u></b>					
UCMR4 AM3 methods		If method 546 >0.3 ug/L. add \$275	16	\$245.00	\$3,920.00
Anatoxin-a and Cyindrospermopsin By LC-ESI/MS/MS	545				
Total Microcystins	546				
<b>Total Sample Group</b>					<b>\$3,920.00</b>



Quote#: 1103  
Date: 11/27/2017

ClientID: DARIEN\_DW  
Quote Project Name: UCMR4-2018

Analysis	Method	Remarks	Qty	Quote Price	Total
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Analytical Total: \$9,080.00

**Quote Total: \$9,080.00**

Comments: If the result total Microcystin by method 546 is greater than 0.3 ug/l, you will need to add on \$275 per sample for method 544.

$\$275 \times 16 = \$4,400$



Prepared By

**Monica Zupan**

Operations Manager

Phone: (708) 544-3260

Email: [mzupan@suburbanlabs.com](mailto:mzupan@suburbanlabs.com)

Quote Reviewed By

$\$13,480$   
w/ CONTINGENCY

All work is subject to Suburban's Laboratory Services Terms and Conditions as included in our New Client Application. A copy can be downloaded from our website at <http://suburbanlabs.com/about-us/> in the section titled "Information for our Customers."

Approved and Accepted by:

Signature

Printed Name Title

Date

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CONTINGENCY 3,920. +

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4,400. +

13,480. \*

8,320.

↓  
CONTINGENCY

## 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**