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PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

October 19, 2026

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 — [October 5, 2026](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Presentation: “**Tobacco Retailer Environmental Scan**” Speakers:
 - **Mimi Doll** – Director of Research for the DuPage Federation on Human Service Reform
 - **Jordan Esser** – Assistant Director of Community Initiatives for the DuPage County Health Department
 - **Sabrina Abdul-Qadir** – Executive Director of the DuPage Federation on Human Service Reform
 - **Dennis Brennan** – External Affairs Manager for the DuPage County Health Department
9. City Clerk's Report
 - A. 2027 Vehicle Sticker Lottery
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department
 - B. Municipal Services

12. Treasurer's Report
 - A. Warrant Number — [26-27-12](#)
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. A Motion Authorizing the Mayor and City Clerk to Execute an Intergovernmental Agreement (IGA) between the County of DuPage and the City of Darien for [Continued Participation in the DuPage County Police Records Management System \(PRMS\) Consortium](#), Effective September 1, 2026, through August 31, 2032
 - B. A Motion Authorizing the Mayor to Execute a [Collective Bargaining Agreement \(CBA\)](#) between the City of Darien and the Metropolitan Alliance of Police, Darien Police Chapter #48, May 1, 2026 through April 30, 2030
17. New Business
 - A. A Motion to Approve the [Tax Levy Determination for General and Special Purposes](#) for Fiscal Year 2026-2027
 - B. An Ordinance [Amending Title 8, Police Regulations, of The Darien City Code to Add a New Chapter 24, "Kratom Products"](#)
 - C. A Motion Authorizing Change Order No. 1 to the Plainfield Road Rear Wall Retaining Project, Located at the Southeast Corner of Plainfield Road and Cass Avenue, in an Amount not to Exceed \$145,150.00 to Landworks Limited for the [Custom Fabrication and Installation of a Powder-Coated Architectural Metal Lattice Atop the Wall Panels](#)
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

It was moved by Alderwoman Sullivan 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 7:02 P.M., with no action to be taken.

MOTION DULY CARRIED

MOTION DULY CARRIED

A WORK SESSION WAS CALLED TO ORDER AT 7:18 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE OCTOBER 5, 2026 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:24 P.M.

7:30 P.M.

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:30 P.M. by Mayor Marchese.

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Thomas J. Belczak	Ted V. Schauer
	Eric K. Gustafson	Ralph Stompanato
	Joseph A. Kenny	Mary Coyle Sullivan

Absent: Gerry Leganski

Also in Attendance: Joseph Marchese, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Bryon Vana, City Administrator
Austin Jump, Deputy Chief
Daniel Gombac, Director of Municipal Services
Julie Saenz, Finance Director

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

Deputy Chief Jump spoke of automated license plate reader (ALPR) technology/usage that provided investigators with a lead in the Oak Brook shooting that occurred on September 30. Three individuals were taken into custody; one individual charged with attempted robbery. Deputy Chief Jump provided a thorough recap of ALPR capabilities. He reiterated that Darien Police Department requires a legitimate law enforcement purpose for searches on ALPRs and indicated public access, to previous 30 days of searches, is available through Transparency Portal located on City's website along with Frequently Asked Questions. Both Chief Thomas and Deputy Chief Jump continue to make themselves available to citizens that have concerns about the technology. He responded to Council question regarding ALPR cameras/stolen vehicles.

5. QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL

Jeff Sturgeon, 1000 block of Willow Lane, asked Council to end all electronic surveillance including ALPRs, cell phone tracking, collection of resident movement data, and to establish a public oversight policy requiring future surveillance tools be approved by full Council vote with advance public notice.

6. **APPROVAL OF MINUTES** – September 21, 2026

It was moved by Alderman Stompanato and seconded by Alderman Kenny to approve the minutes of the City Council Meeting of September 21, 2026

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

Nays: None

Absent: Leganski

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

7. RECEIVING OF COMMUNICATIONS

Alderman Sullivan...

...will forward Council invitation received from Advocate for 708 Community Mental Health Board for Downers Grove Township regarding information session.

...thanked Municipal Services for quick response to street/cul-de-sac flooding and adjacent wetlands in Tara Hill subdivision due to rain event.

Alderman Kenny received communication from...

...Heather Bilcer, Claremont Drive, regarding work by T-mobile in rear yard and easement.

...LaNora Auriene, regarding home inspection of foundation seepage.

8. MAYORS REPORT

A. ANNUAL FINANCIAL REPORT – FOR THE YEAR ENDED APRIL 30, 2026

Kellen O'Malley, Director with Sikich LLP, summarized audit results and highlighted key items of interest when reviewing Annual Financial Report, Auditor's Communication document, Management Letter & Management Discussion and Analysis (MDNA). He noted reports were reviewed in detail at Administrative/Finance Committee Meeting on

September 8. He thanked City staff for their preparedness and professionalism. Treasurer Coren provided clarifying comments regarding MDNA. Mr. O'Malley addressed Council question regarding internal controls. Administrator Vana responded to Alderman Schauer's inquiry regarding transfer of funds.

9. **CITY CLERK'S REPORT**

There was no report.

10. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana commented that Administrative/Finance Committee reviewed tax levy determination at their meeting today. He spoke of tax levy process and reporting of property taxes in three-year budget.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

Deputy Chief Jump...

...announced Police Department will be hosting Coffee with a Cop on Wednesday, October 7, at McDonald's located at 809 Plainfield Road from 7:00 – 10:00 A.M.

...spoke of retirements of Chief Thomas and Sergeant Glomb.

...stated a swearing-in ceremony will be held on November 12 at 6:30 P.M. at Eisenhower Junior High School.

B. MUNICIPAL SERVICES – NO REPORT

Director Gombac responded to Council questions pertaining to Plainfield Road Wall Project & Intergovernmental Agreement (IGA) with DuPage County; Emerald Place condominiums; 9STING Billiards (Chestnut Court Shopping Center), TGI Fridays tear down/opening of Dutch Bros Coffee & Andy's Frozen Custard (Darien Towne Centre); Home Depot parking lot re-pavement and Shell Station completion.

Mayor Marchese spoke with Darien Park District Commissioner Jablonski regarding the anticipated completion of Westwood Park in October/November.

12. **TREASURER'S REPORT**

A. WARRANT NUMBER 26-27-11

It was moved by Alderman Belczak and seconded by Alderman Schauer to approve payment of Warrant Number 26-27-11 in the amount of \$164,665.43 from the

enumerated funds, and \$345,180.73 from payroll funds for the period ending 10/01/26 for a total to be approved of \$509,846.16.

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

Nays: None

Absent: Leganski

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Alderman Kenny commented on budgeted item pertaining to attendance/invoice for Mayor's Ball in Addison.

13. STANDING COMMITTEE REPORTS

Administrative/Finance Committee – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for November 2, 2026 at 6:00 P.M. She reiterated tax levy will be on the October 19 City Council Meeting agenda.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for October 26, 2026 at 6:00 P.M.

Police Committee – Chairman Kenny announced the Police Committee meeting is scheduled for October 19, 2026 at 6:00 P.M. in the Police Department Training Room.

Mayor Marchese provided an update from the Darien Action Committee Meeting held on September 26. He stated plans were finalized for the Tree Lighting Ceremony, which will be held on November 15, at Old Lace Schoolhouse and Museum.

14. QUESTIONS AND COMMENTS – AGENDA RELATED

There were none.

15. OLD BUSINESS

There was no Old Business.

16. CONSENT AGENDA

During the Work Session, New Business Item A was moved to the Consent Agenda as Item M.

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

- | | |
|---------------------------------|--|
| A. MOTION NO. M-115-26 | A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE TEMPORARY LIQUOR LICENSE FOR THE DARIEN SWIM AND RECREATION CLUB |
| B. MOTION NO. M-116-26 | A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN WOMAN'S CLUB CLASS A |
| C. MOTION NO. M-117-26 | A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN WOMAN'S CLUB CLASS B |
| D. MOTION NO. M-118-26 | A MOTION TO PURCHASE AMMUNITION FROM KIESLER'S POLICE SUPPLY IN THE AMOUNT OF \$20,523.53 |
| E. MOTION NO. M-119-26 | A MOTION AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS NOT TO EXCEED \$10,000.00 TO ENTER INTO AN AGREEMENT WITH WILLIAMS ARCHITECTS TO CONDUCT AN ARCHITECTURAL NEEDS ASSESSMENT AND SPACE PLANNING FOR THE DARIEN |
| F. ORDINANCE NO. O-37-26 | AN ORDINANCE AMENDING TITLE 9 CHAPTER-7 OF THE DARIEN CITY CODE TO GRANT ADMINISTRATIVE ADJUDICATION HEARING OFFICERS THE AUTHORITY TO ENTER ORDERS PROHIBITING FURTHER CODE VIOLATIONS AND ADDITIONAL POWERS |
| G. MOTION NO. M-120-26 | A MOTION TO ACCEPT A PROPOSAL FOR A MAINTENANCE AGREEMENT, FOR THE VACTOR 2100I, SERIAL NUMBER 23-04V-21705 SEWER CLEANER FROM STANDARD |

EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$8,500.00

H. MOTION NO. M-121-26

A MOTION TO ACCEPT A PROPOSAL FROM SPRING GROVE NURSERY FOR THE PURCHASE OF PARKWAY TREES IN AN AMOUNT NOT TO EXCEED \$20,267.00

I. MOTION NO. M-122-26

A MOTION ACCEPTING A PROPOSAL FROM APEX FOR THE DELIVERY, PLANTING AND MULCHING OF THE PARKWAY TREES IN AN AMOUNT NOT TO EXCEED FOR \$15,881.50

J. MOTION NO. M-123-26

A MOTION TO EXTEND A CONTRACT TO YELLOWSTONE LANDSCAPE IN AN AMOUNT NOT TO EXCEED \$190,520.00 FOR THE CITY'S 2026/27 TREE TRIMMING AND REMOVAL PROGRAM

K. MOTION NO. M-124-26

A MOTION FOR LANDSCAPE RESTORATION IN THE AMOUNT OF \$2,480.00

L. MOTION NO. M-125-26

A MOTION APPROVING A TRANSFER FROM THE GENERAL FUND TO THE CAPITAL PROJECTS FUND OF \$2,500,000.00

M. MOTION NO. M-126-26

A MOTION AUTHORIZING THE PURCHASE OF TWO (2) SOLAR SPEED ALERT 18 SPEED LIMIT SIGNS FROM ALL TRAFFIC SOLUTIONS INCORPORATED IN AN AMOUNT NOT TO EXCEED \$11,000.00

Roll Call:

Ayes:

Belczak, Gustafson, Kenny, Schauer, Stompanato, Sullivan

Nays:

None

Absent:

Leganski

Results: Ayes 6, Nays 0, Absent 0

MOTION DULY CARRIED

17. NEW BUSINESS

There was no New Business.

QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL

Mayor Marchese...

...congratulated Darien Business Alliance and Darien Lions Club on a successful Oktoberfest.

...announced Dancing with the Darien Stars will be held on February 12. He encouraged those interested in dancing to contact him.

Alderwoman Sullivan...

...thanked all those involved with Oktoberfest.

...reminded staff & elected officials to submit Goal Setting documents to Administrative Assistant Klemm by October 16. Goal Setting Session will be held on November 18.

...stated Citizen of the Year nominations will be available online November 1, with a deadline date of January 5, 2027; she indicated helpful tools have been added to assist with the nomination application process.

Alderman Gustafson announced Darien–Woodridge Fire Protection District Open House will be held on October 12 from 10-1:00 P.M. at 7550 Lyman Avenue in Darien.

18. ADJOURNMENT

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:12 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 10-05-26.
Minutes of 10-05-26 CCM.

CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
October 19, 2026

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			\$282,319.24
Water Fund			\$449,968.48
Motor Fuel Tax Fund			\$7,324.72
Stormwater Management Fund			\$213.75
Special Service Area Tax Fund			
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund - Justice			
Federal Equitable Sharing Fund - Treasury			
Impact Fee Expenditures			
Capital Improvement Fund			\$38,206.00
Cannabis Fund			\$19,283.35
TIF Fund			
Subtotal:			\$797,315.54
General Fund Payroll	10/15/26	\$	361,878.18
Water Fund Payroll	10/15/26	\$	40,133.36
Subtotal:			\$ 402,011.54

Total to be Approved by City Council: \$1,199,327.08

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ACCURATE EMPLOYMENT SCREENING	SOLICITOR BACKGROUND CHECK	AP101926	4219	Liability Insurance	38.60
AIS	MANAGED PROFESSIONAL SERVICES- OCT 2026	AP101926	4325	Consulting/Professional	8,001.49
AIS	BACK UP - 1 YEAR OF CLOUD	AP101926	4325	Consulting/Professional	2,733.00
AIS	DUO MFA- OCT 2026	AP101926	4325	Consulting/Professional	315.00
AIS	ENDPOINT MANAGEMENT- OCT 2026	AP101926	4325	Consulting/Professional	213.28
AIS	CLOUD CONTROLLER- OCT 2026	AP101926	4325	Consulting/Professional	20.00
AIS	SECURE EMAIL- OCT 2026	AP101926	4325	Consulting/Professional	15.50
AIS	LABOR FOR PW SERVER	AP101926	4325	Consulting/Professional	3,040.00
AIS	LAPTOP - NORTON	AP101926	4325	Consulting/Professional	1,993.00
AIS	LABOR- LAPTOPS FOR JANIK & LOREK	AP101926	4325	Consulting/Professional	250.00
AIS	COMPUTER- SAENZ	AP101926	4325	Consulting/Professional	1,318.25
CDS OFFICE TECHNOLOGIES	COLOR PRINTER SERVICE AGREEMENT (9-12 thru 10-11-26)	AP101926	4815	Equipment	60.00
CDS OFFICE TECHNOLOGIES	COLOR PRINTER SERVICE -OVERAGE (8-12 thru 9-11-26)	AP101926	4815	Equipment	62.96
CHASE CARD SERVICES	ZOOM SUBSCRIPTION	AP101926	4213	Dues and Subscriptions	16.99
CHASE CARD SERVICES	DAILY HERALD SUBSCRIPTION	AP101926	4213	Dues and Subscriptions	19.00
CHASE CARD SERVICES	TRIBUNE SUBSCRIPTION	AP101926	4213	Dues and Subscriptions	14.00
CHASE CARD SERVICES	INTERNET- PUBLIC WORKS	AP101926	4267	Telephone	302.17
CHASE CARD SERVICES	INTERNET- CITY HALL	AP101926	4267	Telephone	88.83

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRONICLE MEDIA LLC	LEGAL NOTICE: 2026 TREASURERS REPORT	AP101926	4221	Legal Notices	734.00
COMCAST	SIP SERVICE -SEPT 2026	AP101926	4267	Telephone	486.31
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICE- SEPT 2026	AP101926	4345	Janitorial Service	2,021.00
IMPACT NETWORKING, LLC	COPIER AGREEMENTS- CH/PW (9-30 thru 10-30-26)	AP101926	4225	Maintenance - Equipment	68.30
INFOBIP	POTS LINES	AP101926	4267	Telephone	213.51
INGSTRON CORP.	WEBSITE MAINTENANCE- SEPT 2026	AP101926	4325	Consulting/Professional	360.00
INGSTRON CORP.	WEBSITE MAINTENANCE- SEPT 2026	AP101926	4325	Consulting/Professional	288.00
MECO CONSULTING GROUP LLC	COMMUNICATIONS- SEPT 2026	AP101926	4239	Public Relations	2,800.00
MGT IMPACT SOLUTIONS LLC	BRYON VANA 8-22-26	AP101926	4325	Consulting/Professional	3,843.60
MGT IMPACT SOLUTIONS LLC	BRYON VANA 8-29-26	AP101926	4325	Consulting/Professional	3,843.60
MGT IMPACT SOLUTIONS LLC	BRYON VANA 9-5-26	AP101926	4325	Consulting/Professional	3,843.60
MGT IMPACT SOLUTIONS LLC	BRYON VANA 9-12-26	AP101926	4325	Consulting/Professional	3,843.60
MGT IMPACT SOLUTIONS LLC	BRYON VANA 9-19-26	AP101926	4325	Consulting/Professional	3,843.60
MGT IMPACT SOLUTIONS LLC	BRYON VANA 9-26-26	AP101926	4325	Consulting/Professional	3,843.60
NICOR GAS	82541110001 1702 PLAINFIELD RD, DARIEN	AP101926	4271	Utilities (Elec,Gas,Wtr,Sewer)	182.58
ODP BUSINESS SOLUTIONS	COLORED TONER FOR NEW PRINTER	AP101926	4253	Supplies - Office	942.30
ODP BUSINESS SOLUTIONS	CASSETTE TAPES FOR CLERKS OFFICE	AP101926	4253	Supplies - Office	76.36
ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES FOR CITY HALL	AP101926	4253	Supplies - Office	51.64
PITNEY BOWES BANK INC -RESERVE	POSTAGE FOR THE POSTAGE MACHINE #13380100	AP101926	4233	Postage/Mailings	680.00

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
PM PRINTING INC.	4 PART PERSONNEL FORMS	AP101926	4235	Printing and Forms	305.00
PM PRINTING INC.	BUSINESS CARDS	AP101926	4235	Printing and Forms	52.50
STAPLES BUSINESS ADVANTAGE	TONER & DRUM FOR FRONT DESK	AP101926	4253	Supplies - Office	154.87
STAPLES BUSINESS ADVANTAGE	TONER AND CAN LINERS	AP101926	4253	Supplies - Office	241.52
STAPLES BUSINESS ADVANTAGE	CASE OF COPY PAPER	AP101926	4253	Supplies - Office	42.24
STAPLES BUSINESS ADVANTAGE	HAND SOAP FOR RESTROOMS	AP101926	4253	Supplies - Office	81.11
STAPLES BUSINESS ADVANTAGE	HAND SOAP FOR RESTROOMS	AP101926	4253	Supplies - Office	142.44
STAPLES BUSINESS ADVANTAGE	RETURNED TO STAPLES, WRONG SIZE FOR DISPENSER	AP101926	4253	Supplies - Office	(142.44)
VERIZON WIRELESS	VERIZON WIRELESS SERVICE	AP101926	4267	Telephone	724.63
				Total Administration	52,069.54

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AMERICAN LEGAL PUBLISHING CORP	2026 S-14 SUPPLEMENT EDIT: ORD O-20-26 thru O-27-26	AP101926	4325	Consulting/Professional	1,327.00
				Total City Council	1,327.00

CITY OF DARIEN
Expenditure Journal
General Fund
Darien Business Alliance
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	WSCCE MEETING	AP101926	4239	Public Relations	29.09
CHASE CARD SERVICES	DEPOSIT- OKTOBERFEST PICNIC TABLES	AP101926	4239	Public Relations	875.00
CHASE CARD SERVICES	BALANCE DUE -OKTOBERFEST PICNIC TABLES	AP101926	4239	Public Relations	875.00
PORTABLE JOHN INC	PORTABLE RESTROOMS- OKTOBERFEST 2026	AP101926	4239	Public Relations	1,005.00
				Total Darien Business Alliance	2,784.09

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DON MORRIS ARCHITECTS P.C.	BUILDING CODE INSPECTIONS- SEPT 2026	AP101926	4328	Const/Prof Reimbursable	4,450.00
DON MORRIS ARCHITECTS P.C.	BUILDING CODE REVIEWS- SEPT 2026	AP101926	4328	Const/Prof Reimbursable	20,982.82
PITNEY BOWES BANK INC -RESERVE	POSTAGE FOR THE POSTAGE MACHINE #13380100	AP101926	4233	Postage/Mailings	50.00
PM PRINTING INC.	BUSINESS CARDS	AP101926	4235	Printing and Forms	52.50
ROYAL OAK LANDSCAPING INC	MOWING - AUG 2026	AP101926	4328	Const/Prof Reimbursable	190.00
ROYAL OAK LANDSCAPING INC	MOWING -SEPT 2026	AP101926	4328	Const/Prof Reimbursable	190.00
VITAL INSPECTION SERVICES	CODE ENFORCEMENT SERVICES- SEPT 2026	AP101926-3	4325	Consulting/Professional	3,540.00
				Total Community Development	29,455.32

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM DETECTION0 1041 S FRONTAGE RD (Nov thru Jan)	AP101926	4223	Maintenance - Building	237.95
AMBER MECHANICAL CONTRACTORS	HVAC SERVICE CONTRACT 3RD YEAR (2 OF 4)	AP101926	4223	Maintenance - Building	1,988.25
BUTTREY RENTAL SERVICES, INC.	MATERIAL BUGGIE TRACKDRIVE	AP101926	4243	Rent - Equipment	309.71
BUTTREY RENTAL SERVICES, INC.	CONCRETE SAW RENTAL (Returned 9-29-26)	AP101926	4243	Rent - Equipment	385.00
CHASE CARD SERVICES	CHRISTMAS ARCH INFLATABLE	AP101926	4257	Supplies - Other	79.99
CHASE CARD SERVICES	MULCH FOR RESTORATIONS	AP101926	4257	Supplies - Other	289.94
CHASE CARD SERVICES	TRAINING- PAUL DEVINE	AP101926	4263	Training and Education	20.00
CHASE CARD SERVICES	REPLENISH IPASS	AP101926	4265	Travel/Meetings	40.00
CHASE CARD SERVICES	MONITOR- DAN G	AP101926	4815	Equipment	275.00
CHEMSEARCH	YIELD AEROSOL	AP101926	4225	Maintenance - Equipment	238.12
CHRISTOPHER B. BURKE ENG, LTD	REVIEW, CONTRACT ADMIN, OBSERVATION	AP101926	4325	Consulting/Professional	275.00
CHRISTOPHER B. BURKE ENG, LTD	RETRIEVE FILES FOR FOIA REQUESTS, COST ESTIMATE FOR GRANT	AP101926	4325	Consulting/Professional	2,354.50
CHRISTOPHER B. BURKE ENG, LTD	GIS SERVICES	AP101926	4325	Consulting/Professional	973.00
CHRISTOPHER B. BURKE ENG, LTD	FIELD SURVEY- JULY FLOOD FOLLOW UP	AP101926	4325	Consulting/Professional	7,340.04
CHRISTOPHER B. BURKE ENG, LTD	DALE RD BASIN MGMT	AP101926	4325	Consulting/Professional	2,146.21
DES PLAINES MATERIAL & SUPPLY	BARREL SECTION /ADJ RINGS	AP101926	4257	Supplies - Other	656.00
DES PLAINES MATERIAL & SUPPLY	CONCRETE RINGS	AP101926	4374	Drainage Projects	474.00
DES PLAINES MATERIAL & SUPPLY	INLETS	AP101926	4374	Drainage Projects	270.00
EJ USA, INC.	FRAME / TROUT FOR FARMINGDALE	AP101926	4374	Drainage Projects	771.90
GRAINGER	MEASURING TAPE	AP101926	4257	Supplies - Other	101.04

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
HIGH STAR TRAFFIC	ORANGE FOLD/ROLL SIGNS	AP101926	4257	Supplies - Other	446.80
HIGH STAR TRAFFIC	MAILBOX SUPPLIES	AP101926	4257	Supplies - Other	374.40
HIGH STAR TRAFFIC	ROAD CLOSED SIGNS / BARRICADE	AP101926	4257	Supplies - Other	1,583.85
HOME DEPOT	BUILDING MAINT	AP101926	4223	Maintenance - Building	556.92
HOME DEPOT	SUPPLIES	AP101926	4257	Supplies - Other	1,233.10
IMPACT NETWORKING, LLC	COPIER AGREEMENTS-CH/PW (9-30 thru 10-30-26)	AP101926	4225	Maintenance - Equipment	68.30
JJ KELLER & ASSOCIATES INC	SUBSCRIPTION- CDL TRAINING	AP101926	4263	Training and Education	2,497.50
JX ENTERPRISES INC	WASHERS	AP101926	4229	Maintenance - Vehicles	37.32
JX ENTERPRISES INC	FUEL DRAIN, WASHERS, ADAPTERS FOR #105	AP101926	4229	Maintenance - Vehicles	386.37
JX ENTERPRISES INC	VALVE-CHECK FUEL BANJO, FILTER, TUBE-FUEL DRAIN FOR #105	AP101926	4229	Maintenance - Vehicles	337.61
JX ENTERPRISES INC	RETURN: POWER STEERING SUPPORT BRACKET FOR #105	AP101926	4229	Maintenance - Vehicles	(485.85)
JX ENTERPRISES INC	BRAKE CHAMBER, FILTERS, FUEL/WATER SEPERATOR #108	AP101926	4229	Maintenance - Vehicles	584.04
K-FIVE HODGKINS LLC	ROAD PATCH 9-16-26	AP101926	4374	Drainage Projects	267.96
LEMONT NAPA	DRAIN PAN	AP101926	4229	Maintenance - Vehicles	35.72
LRS, LLC	STREET SWEEPING- JUNE 2026	AP101926	4373	Street Sweeping	7,520.70
MC CANN INDUSTRIES INC	MANIFOLDS	AP101926	4229	Maintenance - Vehicles	196.65
PIRTEK	HYDRAULIC FUEL	AP101926	4229	Maintenance - Vehicles	436.29
PIRTEK	R17-06 HYDRAULIC HOSE ASSEMBLY FOR #501	AP101926	4229	Maintenance - Vehicles	228.53

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
PIRTEK	PE229-10 HYDRAULIC HOSE ASSEMBLYFOR #501	AP101926	4229	Maintenance - Vehicles	452.58
PIRTEK	REEL=4400 HYDRAULIC HOSE FOR #408	AP101926	4229	Maintenance - Vehicles	118.73
PITNEY BOWES BANK INC -RESERVE	POSTAGE FOR THE POSTAGE MACHINE #13380100	AP101926	4233	Postage/Mailings	30.00
PM PRINTING INC.	BUSINESS CARDS	AP101926	4253	Supplies - Office	52.50
POMP'S TIRE SERVICE, INC.	TIRES FOR P54	AP101926	4229	Maintenance - Vehicles	856.85
POMP'S TIRE SERVICE, INC.	TIRES FOR #107	AP101926	4229	Maintenance - Vehicles	350.80
POMP'S TIRE SERVICE, INC.	TIRES FOR #501	AP101926	4229	Maintenance - Vehicles	1,558.20
PRO CHEM INC	WASH N WAX PADS	AP101926	4229	Maintenance - Vehicles	636.65
RAGS ELECTRIC	STREET LIGHT REPAIR-86TH CREEKSID (275)	AP101926	4359	Street Light Oper & Maint.	1,710.50
SHREVE SERVICES INC	TOPSOIL 9-28-26	AP101926	4374	Drainage Projects	561.00
STEVE PIPER & SONS, INC.	TUB GRINDING -AUG 2026	AP101926	4243	Rent - Equipment	4,433.00
TITAN SAFETY MANAGEMENT INC	SAFETY TRAINING-LIFTING	AP101926	4219	Liability Insurance	222.66
TRUGREEN	FERTILIZATION / WEED CONTROL 9-18 AND 9-29-26	AP101926	4350	Forestry	2,468.00
TRUGREEN	FERTILIZATION / WEED CONTROL 9-18 AND 9-29-26	AP101926	4350	Forestry	268.00
TRUGREEN	FERTILIZATION / WEED CONTROL 9-18 AND 9-29-26	AP101926	4350	Forestry	1,050.00
TRUGREEN	FERTILIZATION / WEED CONTROL 9-18 AND 9-29-26	AP101926	4350	Forestry	650.00
TRUGREEN	FERTILIZATION / WEED CONTROL 9-18 AND 9-29-26	AP101926	4350	Forestry	103.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
TRUGREEN	WEED CONTROL9-18-26	AP101926	4350	Forestry	98.00
TRUGREEN	FERTILIZATION /BASIN 79TH FARMINGDALE	AP101926	4350	Forestry	268.00
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	AP101926	4345	Janitorial Service	315.35
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	AP101926	4345	Janitorial Service	173.66
VERIZON WIRELESS	VERIZON WIRELESS SERVICE	AP101926	4267	Telephone	617.03
WHOLESALE DIRECT, INC.	RESPONDER	AP101926	4229	Maintenance - Vehicles	421.18
WHOLESALE DIRECT, INC.	FREIGHT FOR AMBER LED, FLANGE KIT	AP101926	4229	Maintenance - Vehicles	23.85
WHOLESALE DIRECT, INC.	JUMPSTART / POWER ADAPTER	AP101926	4259	Small Tools & Equipment	625.64
WHOLESALE DIRECT, INC.	PIN & CLIP, FLASHLIGHT, LED PRO TAC	AP101926-2	4229	Maintenance - Vehicles	395.15
				Total Public Works, Streets	53,992.19

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AXON ENTERPRISES INC	MAGNETIC RAPID LOCK MOUNTS	AP101926	4269	Uniforms	1,156.00
CHASE CARD SERVICES	MDONALDS GIFT CARDS FOR PRISONER MEALS	AP101926	4217	Investigation and Equipment	80.00
CHASE CARD SERVICES	AA BATTERIES FOR POLICE DEPT	AP101926	4217	Investigation and Equipment	22.46
CHASE CARD SERVICES	MONITORS /STANDS- JUMP & LOREK	AP101926	4225	Maintenance - Equipment	539.74
CHASE CARD SERVICES	MONITORS, KEYBOARD AND EQUIP- SOCIAL WORKER	AP101926	4225	Maintenance - Equipment	477.85
CHASE CARD SERVICES	FED EX SHIPPING- RETURN RADAR	AP101926	4233	Postage/Mailings	19.77
CHASE CARD SERVICES	FILE OF LIFE CARDS	AP101926	4253	Supplies - Office	25.54
CHASE CARD SERVICES	HAND SOAP FOR POLICE DEPT	AP101926	4253	Supplies - Office	18.86
CHASE CARD SERVICES	TAX /WALMART	AP101926	4253	Supplies - Office	20.46
CHASE CARD SERVICES	TAX /WALMART	AP101926	4253	Supplies - Office	2.78
CHASE CARD SERVICES	CSO MOLEN- ENERGY DRINK (REIMBURSED)	AP101926	4253	Supplies - Office	2.56
CHASE CARD SERVICES	JUTE SLEEVE -K9 TRAINING	AP101926	4253	Supplies - Office	168.14
CHASE CARD SERVICES	BUSINESS CARDS- SOCIAL WORKER	AP101926	4253	Supplies - Office	30.78
CHASE CARD SERVICES	TAX REFUNDED /WALMART	AP101926	4253	Supplies - Office	(2.78)
CHASE CARD SERVICES	TAX REFUNDED /WALMART	AP101926	4253	Supplies - Office	(20.46)
CHASE CARD SERVICES	TAX REFUNDED /WALMART	AP101926	4253	Supplies - Office	(7.41)
CHASE CARD SERVICES	CLASS- CSO MOLEN- CAR SAFETY SEAT	AP101926	4263	Training and Education	95.00
CHASE CARD SERVICES	TRAINING /HIGH RISK VEHICLE STOPS- KANO	AP101926	4263	Training and Education	750.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	FBI RETRAINER CLASS-NORTON	AP101926	4263	Training and Education	30.00
CHASE CARD SERVICES	IACP CONFERENCE-FLIGHT - JUMP	AP101926	4265	Travel/Meetings	466.81
CHASE CARD SERVICES	IACP CONFERENCE REGISTRATION- JUMP	AP101926	4265	Travel/Meetings	700.00
CHASE CARD SERVICES	CONGRATULATIONS BANNER	AP101926	4265	Travel/Meetings	8.99
CHASE CARD SERVICES	WATER FOR POLICE DEPT	AP101926	4265	Travel/Meetings	7.34
CHASE CARD SERVICES	LODGING- MILAZZO K9 RECERT / MICHIGAN	AP101926	4265	Travel/Meetings	313.50
CHASE CARD SERVICES	TRAFFIC SAFETY CONFERENCE- STUTTE	AP101926	4265	Travel/Meetings	385.00
CHASE CARD SERVICES	SUPPLIES FOR MEETINGS	AP101926	4265	Travel/Meetings	74.00
CHASE CARD SERVICES	INTERNET- POLICE DEPT	AP101926	4267	Telephone	323.59
CRISIS24 INC	CODE RED PACKAGE (9-25-26 thru 9-24-27)	AP101926	4217	Investigation and Equipment	4,965.00
DATAVANT	MEDICAL RECORDS FEE- J. RODRIGUEZ	AP101926	4217	Investigation and Equipment	132.84
DU-COMM	QUARTERLY SHARES (11-1-26 THRU 1-31-27)	AP101926	4325	Consulting/Professional	122,278.75
DU-COMM	FACILITY LEASE /OPERATING COSTS (11-1-26 THRU 1-31-27)	AP101926	4325	Consulting/Professional	4,556.56
GOLD SHIELD DETECTIVE AGENCY	BACKGROUND INVESTIGATION- PO CANDIDATE S. SMITH	AP101926	4205	Boards and Commissions	517.50
IL ASSOC PROPERTY/EVIDENCE MGR	2027 IAPEM CONFERENCE- DET. O'BRIEN	AP101926	4265	Travel/Meetings	595.00
LEMONT NAPA	RETURN RELATED TO INV 0001-85323	AP101926	4229	Maintenance - Vehicles	(208.95)

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
McMASTER-CARR	WELD NUTS FOR RANGE	AP101926	4217	Investigation and Equipment	28.17
NICOR GAS	82800010009 1710 PLAINFIELD RD, DARIEN	AP101926	4271	Utilities (Elec,Gas,Wtr,Sewer)	581.11
PITNEY BOWES BANK INC -RESERVE	POSTAGE FOR THE POSTAGE MACHINE #13380100	AP101926	4233	Postage/Mailings	190.00
POMP'S TIRE SERVICE, INC.	TIRES FOR P54	AP101926	4229	Maintenance - Vehicles	506.96
RAY O'HERRON CO. INC.	BP VEST- J. RODRIGUEZ	AP101926	4269	Uniforms	911.01
RAY O'HERRON CO. INC.	5-STAR NAVY MESH CAP- J. RODRIGUEZ	AP101926	4269	Uniforms	80.99
RAY O'HERRON CO. INC.	HAT BADGE- CHIEF JUMP	AP101926	4269	Uniforms	149.63
THOMSON REUTERS -WEST	CLEAR PROFLEX SUBSCRIPTION	AP101926	4217	Investigation and Equipment	500.57
VERIZON WIRELESS	VERIZON WIRELESS SERVICE	AP101926	4267	Telephone	1,000.82
VILLAGE OF LEMONT	RANGE RENTAL FEE- 9-9-26	AP101926	4243	Rent - Equipment	100.00
WHOLESALE DIRECT, INC.	AMBER STROBE, PIN & CHAIN	AP101926	4229	Maintenance - Vehicles	116.62
				Total Police Department	142,691.10
				Total General Fund	282,319.24

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM DETECTION0 1041 S FRONTAGE RD (Nov thru Jan)	AP101926	4223	Maintenance - Building	237.94
AUGURY INC	SUBSCRIPTION (9-1-26 thru 8-31-27)	AP101926	4213	Dues and Subscriptions	7,500.00
BUTTREY RENTAL SERVICES, INC.	WEED WHACKER FUEL	AP101926	4231	Maintenance - Water System	251.64
CARROLL CONSTRUCTION SUPPLY	CONCRETE SAW BLADE	AP101926	4225	Maintenance - Equipment	243.19
CHASE CARD SERVICES	MONITOR- DAN G	AP101926	4815	Equipment	274.99
CHRISTOPHER B. BURKE ENG, LTD	REVIEW, CONTRACT ADMIN, OBSERVATION	AP101926	4325	Consulting/Professional	275.00
DUPAGE WATER COMMISSION	WATER PURCHASE - (8-31 thru 9-30-26)	AP101926	4340	DuPage Water Commission	427,213.48
DYNEGY ENERGY SERVICES	ENERGY- 75TH ST PUMP	AP101926	4271	Utilities (Elec,Gas,Wtr,Sewer)	485.11
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICE- SEPT 2026	AP101926	4345	Janitorial Service	584.00
ELMHURST CHICAGO STONE COMPANY	CONCRETE FOR ROAD REPAIR (MAIN BREAK)	AP101926	4231	Maintenance - Water System	1,723.00
EUROFINS DRINKING WATER	WATER & SOIL SAMPLES- SEPT 2026	AP101926	4241	Quality Control	732.30
FERGUSON WATERWORKS #2516	REPAIR CLAMPS	AP101926	4231	Maintenance - Water System	836.28
FERGUSON WATERWORKS #2516	REPAIR CLAMPS	AP101926	4231	Maintenance - Water System	418.14
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN- SEPT 2026	AP101926	4219	Liability Insurance	49.37
HIGH STAR TRAFFIC	ROAD CLOSED SIGNS / BARRICADE	AP101926	4231	Maintenance - Water System	1,583.85
HIGH STAR TRAFFIC	ORANGE FOLD/ROLL SIGNS	AP101926	4231	Maintenance - Water System	446.80
HOME DEPOT	WATER SYSTEM MAINT	AP101926	4231	Maintenance - Water System	676.16
JJ KELLER & ASSOCIATES INC	SUBSCRIPTION- CDL TRAINING	AP101926	4263	Training and Education	2,497.50
K-FIVE HODGKINS LLC	ROAD PATCH 9-24-26	AP101926	4231	Maintenance - Water System	735.24
K-FIVE HODGKINS LLC	ROAD PATCH 9-16-26	AP101926	4231	Maintenance - Water System	803.22
LEMONT NAPA	GREASE GUN & GREASE	AP101926	4225	Maintenance - Equipment	269.62

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NICOR GAS	21710264942 1220 PLAINFIELD RD, DARIEN	AP101926	4271	Utilities (Elec,Gas,Wtr,Sewer)	67.93
PITNEY BOWES BANK INC -RESERVE	POSTAGE FOR THE POSTAGE MACHINE #13380100	AP101926	4233	Postage/Mailings	50.00
PM PRINTING INC.	WATER MAINT DOOR HANGERS	AP101926	4233	Postage/Mailings	485.00
RED WING SHOES	BOOTS- CABLE	AP101926	4269	Uniforms	203.99
TITAN SAFETY MANAGEMENT INC	SAFETY TRAINING- LIFTING	AP101926	4219	Liability Insurance	222.66
VERIZON WIRELESS	MODEMS	AP101926	4267	Telephone	184.87
VERIZON WIRELESS	VERIZON WIRELESS SERVICE	AP101926	4267	Telephone	773.16
VERIZON WIRELESS	VERIZON WIRELESS SERVICE	AP101926	4267	Telephone	144.04
WATER PRODUCTS - AURORA	RE-ISSUE CHECK NOT RECD	AP101426	4231	Maintenance - Water System	2,580.18
WATER PRODUCTS - AURORA	CREDIT FOR VOIDED CK 068482	APCREDIT101...	4231	Maintenance - Water System	(2,580.18)
				Total Public Works, Water	449,968.48
				Total Water Fund	449,968.48

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 10/6/2026 Through 10/19/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DYNEGY ENERGY SERVICES	ENERGY- STREET LIGHTS	AP101926	4840	Street Lights	3,564.49
VULCAN CONSTRUCTION MATERIALS	STONE 9-22-26	AP101926	4245	Road Material	<u>3,760.23</u>
				Total MFT Expenses	<u>7,324.72</u>
				Total Motor Fuel Tax	7,324.72

CITY OF DARIEN
Expenditure Journal
Stormwater Management Fund
Native Plantings
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	2026 FALL BURN -74TH /ELEANOR	AP101926	4379	Stormwater Management Sp...	213.75
				Total Native Plantings	213.75
				Total Stormwater Management Fund	213.75

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 10/6/2026 Through 10/19/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DIANA KOTWICA	REIMBURSEMENT: OVERHEAD SEWER PROGRAM	AP101926	4390	Capital Improv-Infrastructure	5,000.00
DWANE KOZAK	REIMBURSEMENT: OVERHEAD SEWER PROGRAM	AP100626-MA...	4390	Capital Improv-Infrastructure	4,269.50
HANNAH BARRY	REIMBURSEMENT: OVERHEAD SEWER PROGRAM	AP100626-MA...	4390	Capital Improv-Infrastructure	5,000.00
JACK SCHRAMM	REIMBURSEMENT: OVERHEAD SEWER PROGRAM	AP100626-MA...	4390	Capital Improv-Infrastructure	3,310.00
KATIE KRYCH	REIMBURSEMENT: OVERHEAD SEWER PROGRAM	AP101926	4390	Capital Improv-Infrastructure	3,100.00
SUBURBAN CONCRETE, INC.	PLAINFIELD RD RETAINING WALL PROJECT	AP101926	4390	Capital Improv-Infrastructure	12,526.50
TERESA DUFFEY & LINO JIMENEZ	REIMBURSEMENT: OVERHEAD SEWER PROGRAM	AP101926	4390	Capital Improv-Infrastructure	5,000.00
				Total Capital Fund Expenditures	38,206.00
				Total Capital Improvement Fund	38,206.00

CITY OF DARIEN
Expenditure Journal
Cannabis Funds
Police Department
From 10/6/2026 Through 10/19/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
EMERGENCY VEHICLE TECHNOLOGIES	UPFIT DRONE CAR P55	AP101926	4232	Miscellaneous Expenditures	<u>19,283.35</u>
				Total Police Department	<u>19,283.35</u>
				Total Cannabis Funds	<u>19,283.35</u>
Report Total					<u><u>797,315.54</u></u>



ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
09/22	Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) \$6307.82- INCLUDING PAYMENTS RECEIVED	-6,307.82
09/10	ZOOM.COM 888-799-9666 ZOOM.US CA SUBSCRIPTION	16.99 ✓
09/18	DAILY HERALD*ONLINE 847-427-4333 IL SUBSCRIPTION MARY BELMONTE TRANSACTIONS THIS CYCLE (CARD 8706) \$35.99	19.00 ✓
09/03	MANTLECLOTH 208-788-1080 ID TRAINING - KANO	750.00 ✓
09/09	FBINAA IL 630-632-0112 IL CLASS - NORTON	30.00 ✓
09/11	AMERICAN AIR0017527865883 800-433-7300 TX ORLANDO FLIGHT 102326 1 S ORD MCO IACP CONFERENCE JUMP 2 N MCO ORD	466.81 ✓
09/12	INTERNATIONALASSOCIATION 703-8366767 VA IACP CONF - JUMP	700.00 ✓
09/14	AMAZON MKTPL*5L2D43HW0 Amzn.com/bill WA 2 MONITORS - STANDS	539.74 ✓
09/15	RAY ALLEN MANUFACTURING 719-380-0404 CO K-9 JUTE SLEEVE	168.14 ✓
09/15	VISTAPRINT 866-207-4955 MA 5W BUSINESS CARDS	30.78 ✓
09/16	AMAZON MKTPL*5R6KO01V1 Amzn.com/bill WA COMPUTER	477.85 ✓
09/16	Amazon.com*5R4EF90K1 Amzn.com/bill WA AA BATTERIES	22.46 ✓
09/20	COMCAST / XFINITY 800-266-2278 IL INTERNET - POLICE DEPT.	323.59 ✓
09/22	FILE OF LIFE, INC. THEFILEOFLIFE CT FILE OF LIFE CARDS	25.54 ✓
09/24	DOHERTY HOTEL CLARE MI LODGING - MILAZZO	313.50 ✓
09/25	WP*MCTSITEA Crystal Lake IL CONFERENCE - STUTTE ROSE MARY GONZALEZ TRANSACTIONS THIS CYCLE (CARD 2755) \$4233.41	385.00 ✓
09/10	PICNICCITYINC PICNICCITY.CO IL PICNIC TABLES / OKTOBERFEST	875.00 ✓
09/09	ON PAR SPORTS BAR & GRILL DARIEN IL WSCCE MEETING	29.09 ✓
10/01	PICNICCITYINC PICNICCITY.CO IL PICNIC TABLES / OKTOBERFEST APRIL PADALIK TRANSACTIONS THIS CYCLE (CARD 2141) \$1779.09	875.00 ✓
09/02	IL TOLLWAY-AUTOREPLENISH 800-824-7277 IL - IPASS	40.00 ✓
09/04	AMAZON MKTPL*5Q1WQ2YY2 Amzn.com/bill WA - MONITOR - GOMBAC	-549.99 ✓
09/08	CHICAGO TRIBUNE SUBS 312-546-7900 IL - SUBSCRIPTION	- 14.00 ✓
09/21	COMCAST / XFINITY 800-266-2278 IL - INTERNET - PW	-302.17 ✓
09/24	AMAZON MKTPL*5X9RT5611 Amzn.com/bill WA CHRISTMAS INFLATABLE	-79.99 ✓
09/24	CONSERV FS INC LISLE IL - MULCH	-289.94 ✓
09/29	COMCAST / XFINITY 800-266-2278 IL - INTERNET - CH	-88.83 ✓
09/30	AMAZON MKTPL*5160A1OO2 Amzn.com/bill WA CONGRATS BANNER	8.99 ✓
10/01	IL ARBORIST ASSOC. ILLINOISARBOR IL REGISTRATION FEE DANIEL GOMBAC TRANSACTIONS THIS CYCLE (CARD 3339) \$1393.91	20.00 ✓
09/10	WAL-MART #2215 DARIEN IL SALES TAX	-20.46 ✓
09/10	WAL-MART #2215 DARIEN IL REFUNDED	-2.78 ✓
09/10	WAL-MART #2215 DARIEN IL	-7.41 ✓
09/05	SAFE KIDS WORLDWIDE 202-6620600 DC CLASS - CSO MOLEN (CAR SEAT)	95.00 ✓
09/10	WAL-MART #2215 DARIEN IL HANDSOAP - POLICE DEPT	18.86 ✓
09/10	WAL-MART #2215 DARIEN IL SALES TAX	20.46 ✓
09/10	WAL-MART #2215 DARIEN IL CSO SOFT DRINK	2.78 ✓
09/10	WAL-MART #2215 DARIEN IL WATER - POLICE DEPT	2.56 ✓
09/16	FEDEX OFFICE 3631 ENLKK WILLOWBROOK IL RETURN SHIPPING	7.34 ✓
09/24	MCDONALD'S F1494 DARIEN IL GIFT CARDS - PRISONER MEALS	19.77 ✓
09/29	WAL-MART #2215 DARIEN IL MEETING SUPPLIES ZETH MOLEN TRANSACTIONS THIS CYCLE (CARD 5802) \$290.12	80.00 ✓
		74.00 ✓

2026 Totals Year-to-Date	
Total fees charged in 2026	\$0.00
Total interest charged in 2026	\$0.00

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



Customer Service:
1-800-275-0863



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October 2026						
S	M	T	W	T	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

New Balance

\$7,732.52

Minimum Payment Due

\$1,546.00

Payment Due Date

10/24/26

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

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

ACCOUNT SUMMARY

Previous Balance	\$6,307.82
Payment, Credits	-\$6,338.47
Purchases	+\$7,763.17
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$7,732.52
Opening/Closing Date	09/03/26 - 10/02/26
Credit Limit	\$50,000
Available Credit	\$42,267
Cash Access Line	\$2,500
Available for Cash	\$2,500
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

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Page 1 of 3

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P.O. BOX 15123
WILMINGTON, DE 19850-5123
For Undeliverable Mail Only

Make your payment at
chase.com/paycard

Payment Due Date: 10/24/26
New Balance: \$7,732.52
Minimum Payment Due: \$1,546.00

Account number: XXXX XXXX XXXX 4484

\$ _____ Amount Enclosed
Make/Mail to Chase Card Services at the address below:



CARDMEMBER SERVICE
PO BOX 4099
CAROL STREAM IL 60197-4099

00986423X Z 27526 C T671724 P9787
BRYON VANA
CITY OF DARIEN
1702 PLAINFIELD RD
DARIEN IL 60561-5044

00986423 1 AV 00.621



5000 160 28 1595 1736344848

MOTION NO. _____

AGENDA MEMO

City Council

October 19, 2026

ISSUE STATEMENT

A motion authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement (IGA) ([Exhibit A](#)) between the County of DuPage and the City of Darien for continued participation in the DuPage County Police Records Management System (PRMS) Consortium, effective September 1, 2026, through August 31, 2032.

BACKGROUND/HISTORY

The Darien Police Department is a member of the DuPage Justice Information System (DuJIS)/PRMS Consortium, a countywide partnership of DuPage County, the Sheriff, the State's Attorney, the Circuit Clerk, the DuPage Mayors and Managers Conference, the DuPage County Chiefs of Police Association, and participating municipalities. The Consortium operates a single, shared police records management system that standardizes reporting and allows agencies throughout the county to share information. The City currently reimburses the County for use of the Consortium's existing records management system, provided by Octave (formerly Hexagon Safety & Infrastructure).

The PRMS Committee selected Mark43 as the Consortium's new vendor. The proposed IGA replaces the current agreement, which automatically renewed on May 1, 2026, and establishes the terms for operating the Mark43 system. The Consortium will continue to use the Octave system until Mark43 is fully operational. The Octave contract ends June 30, 2027.

The agreement runs concurrently with the Mark43 contract through August 31, 2032, and then renews automatically in two-year terms. An agency that withdraws during the initial term remains responsible for its share of costs through the end of that term, plus any costs caused by its withdrawal, such as data extraction. A withdrawing agency receives a complete copy of its records.

STAFF/COMMITTEE RECOMMENDATION

Committee recommends approving the intergovernmental agreement.

ALTERNATE CONSIDERATION

Not approving the intergovernmental agreement is an alternate consideration. The City would then need to secure a separate records management system before the Octave contract ends on June 30, 2027

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of October 2026.

AYES: _____

NAYS: _____

ABSENT: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF DUPAGE, ILLINOIS**

AND

THE CITY OF DARIEN , ILLINOIS

This Intergovernmental Agreement ("Agreement") between the County of DuPage, Illinois, a body corporate and politic and the City of Darien , Illinois, a municipal corporation ("Participant").

Recitals

WHEREAS, the County of DuPage ("County"), Illinois is a unit of local government and a body corporate and politic, organized, and existing pursuant to the Illinois Counties Code; and

WHEREAS, the Participant is a unit of local government and a municipal corporation organized and existing pursuant to the Illinois Municipal Code comprised of territory located within, or partially within, the geographical boundaries of DuPage County; and

WHEREAS, the Constitution of the State of Illinois, the Intergovernmental Cooperation Act, and other provisions of Illinois law authorize units of local government to contract to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, and to use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Participant currently reimburses the County for use of its RMS systems with Octave, formerly known as Intergraph Corporation d.b.a. Hexagon Safety & Infrastructure("Octave"); and

WHEREAS, the County, the Clerk of the Circuit Court, the State's Attorney, the Sheriff, , the DuPage Mayors and Managers Conference, the DuPage County Chiefs of Police Association, and others (the "Consortium") have collaborated to continue the DuPage Justice Information System ("DuJIS")/Police Records Management Systems ("PRMS") Project with its goal to improve and continue the integration of the various information systems used by judicial and emergency response agencies throughout the County using modern technology and standardized reporting methods; and

WHEREAS, the PRMS Committee has selected Mark43 as the vendor to continue the operation and goals of the Consortium from September 1, 2026, or

upon the date this Agreement is executed by the Parties through August 31, 2032;
and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereto hereby agree as follows:

Article I. General Provisions

Section 1.01 Recitals Incorporated. The recitals set forth above are incorporated and made a part of this Agreement as if fully contained herein.

Section 1.02 Purpose. The Parties have entered into this Intergovernmental Agreement for the purpose of providing for the long-term operation and maintenance of the DUJIS/PRMS("System") throughout DuPage County.

Section 1.03 Scope. The Parties intend that this Agreement shall in all respects govern or provide for the operation, maintenance, upgrade, and replacement of the System.

Section 1.04 Definitions. As used in this Agreement,

- (a) "County" means the County of DuPage, Illinois and all departments, agencies, and instrumentalities thereof under the direct supervision and control of the County Board. The term "County" does not include the ETSB, the Circuit Clerk, the State's Attorney, the Judiciary, or the elected countywide Officers.
- (b) "Circuit Clerk" means the Clerk of the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.
- (c) "ETSB" means the Emergency Telephone System Board of DuPage County.
- (d) "Information Technology Department" means the County's Information Technology Department or its successor agency.
- (e) "Mayor" means the elected chief executive officer of a municipality regardless of the title used for such position by the municipality.
- (f) "Municipality" means a city, village, or incorporated town.
- (g) "NIBRS" means National Incident Based Reporting System, an incident-based reporting system used by law enforcement agencies in the United States for collecting and reporting data on crimes. Local, state, and federal agencies generate NIBRS data from their records management systems.
- (h) "NIEM" means National Information Exchange Model. NIEM is an XML- based information exchange framework from the United States. NIEM represents a collaborative partnership of agencies and organizations across all levels of government (federal, state, tribal, and local) and with private industry. The

purpose of this partnership is to share critical information effectively and efficiently at key decision points throughout the whole of the justice, public safety, emergency and disaster management, intelligence, and homeland security enterprise. NIEM is designed to develop, disseminate, and support enterprise-wide information exchange standards and processes that will enable jurisdictions to automate information sharing.

- (i) "PRMS Oversight Committee" means the committee formed pursuant to Article IV of this Agreement.
- (j) "Participant" means an entity contracting with the County to participate in the System in accordance with the provisions of this Agreement.
- (k) "Parties" means the County and the Participants collectively.
- (l) "Party" means a party to this agreement, e.g., the County, or the Participant.
- (m) "PRMS System Replacement Fund" means a reserve fund created in the County treasury to be used to pay the costs associated with the eventual replacement of the System as provided in Section 2.05.
- (n) "PRMS Operations Fund" means a fund created in the County treasury to pay the costs associated with the operation of the System as provided in Section 2.04.
- (o) "Sheriff" means the DuPage County Sheriff.
- (p) "State's Attorney" means the DuPage County State's Attorney.
- (q) "Treasurer" means the DuPage County Treasurer.
- (r) "User" means an employee or other authorized agent of a Participant to whom unique credentials are assigned for access to the System on a Participant's behalf. The number of System Users assigned to a Participant shall be determined by the PRMS Oversight Committee.
- (s) "Vendor" means Mark43.
- (t) "Task Force" means a collaborative operational unit composed of personnel assigned from two or more law enforcement agencies to conduct a common law enforcement mission. A Task Force may receive independent funding or administrative support but is not a separate governmental entity, political subdivision, or legal organization, and has no independent authority to enter into contracts or agreements unless expressly authorized by law.
- (u) "Task Force Only User" means a user who is not otherwise employed by a DuPage PRMS Consortium Participant and whose access to services provided under this Agreement is authorized for an approved Task Force by the PRMS Oversight Committee. A Task Force Only User's access shall be funded by the applicable Task Force in accordance with this Agreement.

- (v) "MERIT" means the DuPage Metropolitan Emergency Response and Investigations Team, a Task Force.

Section 1.05 Joint Purchasing. To the greatest extent authorized by the Constitution and laws of Illinois, a joint-purchasing agreement is hereby created between the County and the Participant, for the joint purchase of personal property, supplies, and services. At the request of the County or the Participant, the Participant may be included in any invitation to bid, request for proposal or contract. Each Party will be responsible for its own purchase of any assets and services made pursuant to such solicitation.

Section 1.06 System Configuration. The Parties agree that the System shall continue to be configured as one unified, countywide application adhering to NIEM and NIBRS standards or any other standards required by Federal or State Law subsequent to and or currently enacted at the time of this Agreement. The Parties agree that the map of the System shall be configured as one unified, countywide map to allow for seamless reporting and analytics.

Section 1.07 Agreements with Other Governmental Entities. The County may, with the consent of the PRMS Oversight Committee, enter into agreements with other units of local government or governmental entities which are not a party to this Agreement, for the purposes and objectives set forth in the Recitals but which may contain terms and conditions and impose duties upon such units of local government or governmental entities which may be different from those contained in this Agreement. Terms and Conditions of future agreements made under this section shall not modify this agreement.

Section 1.08 Agreements with Officers and Agencies of DuPage County. The County may enter into similar agreements with the State's Attorney, the Sheriff, and other elected Countywide officers or agencies not under the direct supervision and control of the County Board, pursuant to the same terms and conditions. These officers or agencies shall participate in the System on the same terms as the municipal Participants entering this Agreement.

Section 1.09 Transition of Equipment Replacement Fund to a System Replacement Fund. The parties to this Agreement may elect to transition the equipment replacement fund to a system replacement fund. The PRMS Oversight Committee may determine how this transition will occur.

Article II. Responsibilities of the County

Section 2.0 I Generally. The County shall administer the Police Records Management System on behalf of the Participant.

Section 2.02 Staff. The County shall employ personnel deemed necessary by the PRMS Oversight Committee and the Information Technology Department, to maintain and manage the Police Records Management System, including its operating system, system software, database management software and other hardware and software components necessary to operate and manage the System. The portion of the cost of the salary and benefits of such persons which are directly attributable to their work on the System shall be paid from the PRMS Operations Fund. These salary and benefits shall be paid consistent with County payroll practices. The Information Technology Department shall notify the PRMS Oversight Committee and seek prior authorization for any major variances in staffing such as the addition of personnel and/or if the budgeted personnel costs exceed the budgeted amount.

Section 2.03 System Hosting and Management. The System shall be hosted and maintained within a cloud-based environment, which may be provided and operated by the vendor or through an alternative arrangement as approved by the Oversight Committee. Responsibility for operation and maintenance of the hosting environment, including all underlying infrastructure, platforms, associated services, and any required hardware necessary for operation of the System, shall reside with the hosting provider. The County shall retain responsibility for governance, administrative control, and oversight of the System, except to the extent that any portion of the System is integrated with or dependent upon the Computer Aided Dispatch (CAD) System of the ETSB. In such cases, the County, in cooperation with the ETSB, shall coordinate oversight, configuration, and support of those shared or integrated components.

Section 2.04 PRMS Operations Fund. The PRMS Operations Fund shall be an interest-bearing account, and the funds therein shall not be co-mingled with any other funds. This fund shall be managed by the DuPage County Treasurer. Payment of budgeted payroll expenditures shall not require additional approval from the PRMS committee.

Section 2.05 PRMS System Replacement Fund. The County shall maintain a reserve fund in the County treasury known as the PRMS System Replacement Fund to be

used to pay the costs associated with the replacement of the System. Upon direction by the PRMS Oversight Committee, the County shall transfer funds from the PRMS System Replacement Fund to the PRMS Operations Fund for disbursement in accordance with the provisions of Article V. The PRMS System Replacement Fund shall be an interest-bearing account, and the funds shall be accounted for on a separate balance sheet from the PRMS Operations Fund. The County shall maintain a record of the individual contributions of each Participant for deposit into the PRMS System Fund. The PRMS Oversight Committee may transfer funds from this balance to cover operating expenses for the express purpose of ensuring reimbursement to the County General Fund. Additionally, portions of an agency's invoice payments distinct from annual contributions to the System Replacement Fund shall replenish these operational transfers. This fund shall only be maintained until such time the provisions of Section 1.09 are enacted by the PRMS Committee.

Section 2.06 System Oversight. The PRMS Oversight Committee is the designated entity responsible for oversight of the PRMS system.

Section 2.07 The County shall require the County Auditor or its external auditor to audit the PRMS System Replacement Fund and the PRMS Operations Fund annually for compliance with this Agreement and report thereon to the County Board and to the PRMS Oversight Committee. The County may invoice the PRMS committee for the actual costs of the audit being conducted on these funds.

Section 2.08 Additional Administrative Responsibilities. The County shall provide the PRMS Oversight Committee with reasonable assistance in performing its duties under this Agreement. Such assistance shall include administrative, clerical, and compliance-related functions including those required by the Freedom of Information Act, the Open Meetings Act, and the Local Records Act. County staff shall assist the PRMS Oversight Committee in the preparation of its annual budget and quarterly or other financial reports. County staff shall, at the request of the PRMS Oversight Committee prepare all solicitations for bids or proposals and perform procurement functions on behalf of the PRMS Oversight Committee in the same manner it provides such functions on behalf of the departments of County Government as required by the County's Procurement Ordinance.

Section 2.09 Deposit of Funds. The Treasurer shall deposit all money collected from Participants, or transferred by the County, for the operation or replacement of the System into the PRMS Operations Fund or PRMS System Replacement Fund,

respectively.

Article III. Responsibilities of the Participant

Section 3.01 Payment. The Participant shall make annual payments to the County for the purposes set forth in this Agreement in accordance with the schedule adopted by the County in Section 5.04.

Section 3.02 Operation. The Participant shall ensure that its personnel utilize the System in accordance with the policies and regulations the PRMS Oversight Committee may from time-to-time adopt and amend, including those which require the standardization of data and data entry procedures.

Section 3.03 Network Connectivity. The Participant shall, at its own expense, provide network connectivity to the System that shall conform to the minimum specifications adopted by the PRMS Oversight Committee, which may from time-to-time be amended based on the operating needs of the System and in accordance with CJIS Security Policy.

Section 3.04 Hardware. The Participant shall, at its own expense, procure and maintain such hardware as may be necessary for the use of the System by its personnel that shall conform to minimum specifications adopted by the PRMS Oversight Committee, which may from time to time be amended based on the operating needs of the System or CJIS Security Policy requirements.

Section 3.05 Data Ownership. Ownership of shared data elements, including but not limited to master indices and other consolidated or system-wide records, shall be collectively held by the participating members. Ownership of agency-specific records shall remain with the originating agency.

In the event a Participant withdraws from the consortium, the withdrawing agency shall have the right to obtain a complete copy of its agency-specific records, and such records shall be removed from the System within 15 business days after said withdrawal from the consortium. The withdrawing agency shall also be provided a copy of shared data elements in their then-current form.

The consortium shall retain shared data elements necessary to preserve system functionality, continuity, and historical integrity; however, such retained data shall not include agency-specific records in their original form.

Section 3.06 PRMS Agency Representative Designation and Maintenance. Each Participant Agency shall designate and maintain, at all times, a minimum of one (1)

Primary PRMS Agency Representative, one (1) Alternate PRMS Agency Representative, and one (1) Agency Leadership Contact (collectively, “Designated Contacts”). These Designated Contacts serve as the official points of communication between the Participant Agency and the DuPage County PRMS team for all matters related to the Police Records Management System. In circumstances where staffing limitations exist, a single individual may fulfill more than one Designated Contact role; however, Participant Agencies are strongly encouraged to designate separate individuals where practicable to ensure continuity of communication and oversight. Participant Agencies are responsible for ensuring that Designated Contact information remains current and accurate. The County may conduct periodic audits of Designated Contact information to confirm accuracy and continued assignment. Participant Agencies shall notify the County PRMS team of any changes to Designated Contacts, including but not limited to personnel changes, role changes, or updates to contact information, within ten (10) business days of such change. Failure to maintain current Designated Contacts or to respond to contact verification requests may result in delayed communications, missed system updates, or other impacts to the Member Agency’s participation in PRMS-related activities. The County reserves the right to rely on the most recently confirmed Designated Contacts on record for all official communications and coordination efforts.

Section 3.07 Data Sharing. Each Participant shall share all data with the Participants of the Consortium, except as referenced below. This data includes all information entered into the PRMS system by Participant. Participating members shall make available to other authorized participants all agency-created shared data elements and agency-specific records maintained within the System, in accordance with established access controls and user permissions. Participating members shall not distribute records generated by other member agencies.

A participating member may restrict or withhold access to specific data elements or records where such access would reasonably be expected to: (i) violate applicable federal, state, or local law; (ii) conflict with administrative or regulatory requirements; (iii) compromise an active investigation or law enforcement operation; or (iv) create a risk of harm to individuals. Any such restriction shall be limited in scope and duration to the extent reasonably necessary, and the restricting agency shall, upon request from another user, provide, in writing, a general basis for the restriction consistent with applicable law and operational sensitivity.

Task Forces, as authorized by the PRMS Oversight Committee, shall have access to Consortium data, limited to that which is necessary for task force investigations. This limited access applies to individual Task Force Only Users.

Article IV. PRMS Oversight Committee

Section 4.01 Composition. The PRMS Oversight Committee shall consist of members appointed as follows:

- (a) The Chair of the County Board or his or her designee;
- (b) The Sheriff or his or her designee;
- (c) The State's Attorney or his or her designee;
- (d) The Chief Financial Officer of the County, or his or her designee;
- (e) The Chief Information Officer of the County, or his or her designee;
- (f) The Chair of the Emergency Telephone System Board (ETSB), or his or her designee;
- (g) Six (6) mayors or chief administrative officers of municipalities which are Participants in the System appointed by the Board of Directors of the DuPage Mayors and Managers Conference (DMMC) in the manner it determines. Mayors or chief administrative officers appointed under this paragraph need not be appointed from municipalities which are members of the DMMC.
- (h) Persons designated to serve in the stead of the County officers or staff members listed in paragraphs (a)-(f) of this Section shall be employees reporting to the respective designating authority who are vested with substantial authority over the operations or finances of the designating authority's office or department.

Oversight Committee membership is limited to active participating member agency representatives.

Section 4.02 Ex-Officio Members: Two (2) members of Law Enforcement Command Staff shall also be selected by the DuPage County Chiefs of Police Association to serve as Ex-Officio Members of the PRMS Oversight Committee. These Ex-Officio members shall not be voting members of the PRMS Oversight Committee.

Section 4.03 Powers and Duties. The PRMS Oversight Committee shall:

- (a) Develop and maintain rules which shall provide for the selection and terms of its officers and its operations.
- (b) Organize and appoint members to committees and working groups as it deems necessary for System operation.
- (c) Develop policies and regulations governing System usage consistent with the goal of standardization.
- (d) Review requests from prospective Participants, including new Member Agencies and Task Forces, to join the System and either approve or disapprove the request

- and determine a fair share payment of the applicant if approval is granted.
- (e) Review and determine the minimum specifications for any hardware used with the System and ensure Participant compliance.
 - (f) Review and determine minimum specifications for network connections to the System and ensure participant compliance.
 - (g) Direct the County to transfer funds from the PRMS System Replacement Fund or make disbursements from the PRMS Operations Fund to the extent authorized by this Agreement.
 - (h) Fully comply with the requirements of the Open Meetings Act and the Freedom of Information Act.
 - (i) Determine, no less frequently than annually, the total number of users who will access the System and allocate that number among system Participants. The PRMS Oversight Committee and the affected Participant shall jointly agree to increase or decrease the allocation of users to a Participant.
 - (j) Determine the budget for the annual operation of the PRMS System.
 - (k) Adopt reasonable rules consistent with the provisions of this Agreement for the ongoing administration, operation, and replacement of the System. The bylaws currently in place, as approved by the PRMS Oversight Committee, shall remain in place unless acted upon separately by said Committee.
 - (l) Establish policies and procedures to provide for the withdrawal of any Participant from the System including those providing for the retrieval and export of the Participant's data.; (Refer to Section 6.03)
 - (m) Provide guidance and advice to the Information Technology Department regarding the job performance of County employees assigned to administer or manage the System.
 - (n) Make recommendations to the Information Technology Department regarding changes in personnel requirements necessary to operate the System efficiently.
 - (o) Fully reimburse the County for all costs incurred in implementing the new System other than the costs attributable to any PRMS Applications and those PRMS costs attributable to County agencies participating in the System under Section 1.07 of this Agreement.
 - (p) Provide quarterly updates to all Participants, including committee meeting minutes and financial reports.
 - (q) Each Oversight Committee member serving as a designated representative of a municipal district shall provide periodic updates to the participating members within their respective district no less than quarterly. Such updates shall include, at a minimum, material information regarding System performance, ongoing

initiatives, significant decisions, and any matters reasonably affecting participating members.

Updates may be delivered in a format determined by the representative, including written summaries, virtual meetings, or in-person briefings, as appropriate.

In the event the PRMS Oversight Committee determines that updates are not being provided in a timely or appropriate manner, the Committee may require that such updates be subject to prior review and approval and/or subsequent audit in accordance with established governance procedures.

- (r) Develop policies and procedures, in accordance with the law, governing the documentation, retention, ownership, and management of electronic data storage, provided that any policy or procedure which may impact CAD or CAD processes shall not become effective without the consent of the ETSB; and,
- (s) Perform any other administrative functions necessary and proper to carry out the purposes of this Agreement and the goals of standardization and interoperability not otherwise provided for herein.

Section 4.04 Finance and Procurement Policies.

- (a) In General. The PRMS Oversight Committee shall have the exclusive authority to authorize the County to transfer funds from the PRMS System Replacement Fund to the PRMS Operations Fund and to authorize expenditures from the PRMS Operations Fund, except for the salary and benefits of County Information Technology staff which shall be paid consistent with County payroll policies. The County Information Technology Department shall seek prior approval from the PRMS Oversight Committee for any major variances in staffing. A major variance is defined as any additions to staffing that would result in costs which exceed approved annual budget.
- (b) Competitive Bidding Required. The provisions of State law applicable to the procurement of services, materials, equipment, or supplies, other than professional services, by County Boards as set forth in 55 ILCS 5/5-1022 of the Counties Code shall apply to all contracts authorized by the PRMS Oversight Committee.
- (c) Applicability of the DuPage County Procurement Ordinance. The provisions of the DuPage County Procurement Ordinance shall apply to all purchases authorized by the PRMS Oversight Committee. Where the Procurement

Ordinance specifies that an action must be taken by the County Board, the PRMS Oversight Committee shall have the authority to act. Where the Procurement Ordinance provides that an action must be taken by the Chair of the County Board, the Chair of the PRMS Oversight Committee shall have the authority to Act.

- (d) Transfers from the PRMS System Replacement Fund. The PRMS Oversight Committee shall from time-to-time direct the Treasurer to transfer funds from the PRMS System Replacement Fund to the PRMS Operations Fund for disbursement. Such funds may only be disbursed to pay the costs associated with the upgrade or replacement of the System or consistent with a policy adopted by the PRMS Oversight Committee in accordance with Section 5.02.
- (e) Expenditures from the PRMS Operations Fund. The PRMS Oversight Committee shall use funds in the PRMS Operations Fund for the purposes of:
 - (i) Reimbursing the County for costs expended in the implementation of the System.
 - (ii) Paying the ongoing periodic costs associated with maintaining the System,
 - (iii) Paying the costs of system upgrade or replacement when such funds have been transferred from the PRMS System Replacement Fund for that purpose,
 - (iv) Reimbursement of Participant funds consistent with a policy adopted by the PRMS Oversight Committee in accordance with Section 5.02, or
 - (v) Any other purpose the PRMS Oversight Committee may expressly authorize, provided that funds shall only be authorized for costs associated with the System.

Section 4.05 Meetings of the PRMS Oversight Committee.

- (a) Open Meetings Act. The provisions of the Open Meetings Act shall apply to all meetings of the PRMS Oversight Committee. The County shall cause notice of such meetings and their agendas to be posted on its website in accordance with the Act. The County shall furnish meeting space when requested to do so by the PRMS Oversight Committee. Consistent with the provisions of the Open Meetings Act, members of the PRMS Oversight Committee may attend meetings remotely when they are unable to attend in person for any reason authorized by the Act with reasonable notice to the PRMS Oversight Committee and its approval.
- (b) Quorum. Quorum for a meeting of the PRMS Oversight Committee shall be three-quarters (3/4) of the members (excluding Ex-Officio members) entitled

to be appointed to the Committee.

- (c) Super Majority Required. All actions of the PRMS Oversight Committee shall require the affirmative vote of three-quarters (3/4) of the membership (excluding Ex-Officio member) entitled to be appointed to the Committee. So long as the PRMS Oversight Committee consists of twelve (12) members, nine (9) members shall constitute three-quarters (3/4) of the membership entitled to be appointed.
- (d) Meeting Schedule. The PRMS Oversight Committee shall annually give notice of its meeting schedule which shall include at least one meeting scheduled per quarter.

Article V. Finance

Section 5.01 Costs Attributable to System Operation. The following costs are deemed attributable to System Operation and shall be paid from the PRMS Operations Fund:

- (a) The total cost of annual System licensing and maintenance paid to the Vendor;
- (b) The full salary, benefits, and related expenses of County personnel devoting 100% of their duties to the maintenance or operating of the System;
- (c) The proportion of the annual salary and benefits of County personnel devoting at least 40% of their duties to the maintenance or operation of the System as determined by the Information Technology Department and approved by the PRMS Oversight Committee
- (d) If an agency requires additional interfaces with the RMS to their unique software applications, it will need to obtain them, and the cost will be the responsibility of the impacted agency. The PRMS Committee will provide all organizations with an estimate of the cost of these interfaces;
- (e) Ongoing maintenance costs of System equipment; and
- (f) Other costs related to System operation when expressly determined as such and authorized by the PRMS Oversight Committee, including commodities, hardware, professional services, and capital.
- (g) "Task Force Only User" system costs shall be invoiced directly to the appropriate Task Force.

Section 5.02 System Cost Allocation Formula. The PRMS Oversight Committee shall allocate the cost of System operation among Participants in accordance with the

following formulae:

<i>Total System Cost =</i>	<i>(Capital costs)</i> <i>+ (Salary and benefits of System personnel)</i> <i>+ (Annual service and maintenance costs)</i> <i>+ (System Replacement Contribution)</i> <i>+ (Other authorized costs)</i>
<i>Cost Per User =</i>	$\frac{\textbf{\textit{Total System Cost}}}{\textit{Total number of authorized users Systemwide}}$
<i>Annual Participant Cost =</i>	<i>Cost per user</i> * (number of users per Participant)

Section 5.03 PRMS System Replacement Contribution. Beginning with the execution of this Intergovernmental Agreement, the funds remaining in the Equipment Replacement Fund shall be designated as the PRMS System Replacement Fund.

Section 5.03.1 Use of Reserve Fund. The Reserve Fund should have a target balance of \$3,000,000 (Three Million dollars) by September of 2032. The PRMS Oversight Committee shall annually review the estimated costs associated with replacing the System and may increase the total replacement costs. If the PRMS Oversight Committee determines that the replacement costs shall increase, it will compute the estimated costs associated with replacing the System at the end of its useful life and determine, based on the number of users allocated to each Participant, each Participant's anticipated proportional share of the cost of System replacement following the expiration of the Agreement. Each Participant's anticipated proportional share of the cost of System replacement costs shall be divided by the number of years in the term of this Agreement, or the remaining number of years in the Agreement, and shall represent the Participant's annual share of System replacement that each Participant shall pay for deposit into the PRMS Equipment Replacement Fund. Each Participant's portion of the Equipment Replacement Contribution shall be determined by dividing the total estimated System Replacement Contribution by the number of users Systemwide and multiplying that result by the number of users assigned to the Participant in accordance with the following formulae:

<i>Per User System Replacement Contribution =</i>	$\frac{\text{Total estimated System Replacement Cost}}{\text{Total number of authorized users systemwide}}$
Participant Replacement Share =	<i>Per User System Replacement Contribution *</i> <i>(number users per Participant)</i>

Unless otherwise determined by the PRMS Oversight Committee, the Total Estimated System Replacement Cost is \$3,000,000.

Section 5.04 Invoice Schedule. The County, through its Chief Financial Officer, shall annually invoice the Participant for System operation and for system replacement. Each Participant shall pay such invoices in accordance with the provisions of the Local Government Prompt Payment Act.

Section 5.05 Self-Sufficient Fund. The PRMS Committee shall be self-sufficient, and members' contributions shall be set at an amount to cover the annual costs of personnel, maintenance, and other contractual obligations. If the operations fund balance is not sufficient to cover these costs, the PRMS Oversight Committee shall work with members to set aside additional funds to ensure that the fund is self-sustaining and requires no payment from the County or ETSB.

Section 5.06 Expansion of Participation. The admission of a new Participant Agency or the approval of a Task Force for participation under this Agreement may result in additional costs to the Consortium. Unless otherwise provided in a subsequent agreement authorized under Section 1.07, such costs shall be allocated in a manner consistent with Section 5.02 of this Agreement.

Article VI. Term and Termination

Section 6.01 Effective Date. This Agreement shall become effective on September 1, 2026, or upon the date it is executed by the Parties, whichever occurs later. Thereafter, the obligations of the respective Parties as set forth in this Agreement shall be immediately binding on the Parties until such time that the IGA is terminated or renewed.

Section 6.02 Term of Agreement. The Term of this Agreement shall be co-terminus with the Vendor contract. Thereafter, the Agreement shall renew for successive two (2) year terms commencing each subsequent year. Upon execution of any modification or

restatement of the Vendor Agreement that extends the term, the PRMS Oversight Committee shall initiate a review of this Agreement and provide Participants a reasonable opportunity to review and comment on any proposed amendments for a period of not less than thirty (30) but not to exceed sixty (60) calendar days, unless a longer period of review is established by the PRMS Oversight Committee. If, following such review, the Oversight Committee determines that no substantive amendments to this Agreement are necessary, the term of this Agreement shall automatically be amended as necessary to remain co-terminus with the Vendor Agreement. Any adjustment or extension of the term of this Agreement made solely to maintain a co-terminus term with a modified Vendor Agreement shall be deemed part of the Initial Term and shall not be considered a renewal, extension, or successive term under this Agreement.

Section 6.03 Termination of Participation. If a Party wishes to withdraw from Consortium membership after the initial term, it must provide notice no later than of the year prior to the renewal of the Agreement. **If a Party elects to withdraw from consortium membership during the initial term, the terms contained in the initial agreement remain in effect for the remainder of the Vendor Agreement.** The withdrawing Party agrees to remit payments for all costs allocated to it under Section 5.02 of this Agreement that would have been payable had it maintained Consortium membership for the complete initial term. If the Consortium receives a Party's notice of withdrawal during the review period triggered by a modification or restatement of the Vendor Agreement, the withdrawing Party's allocated costs shall not include any extension of the Initial Term resulting from such modification or restatement. For purposes of calculating the withdrawing Party's allocated costs, the "Number of Users per Participant" component of the cost allocation formula shall be deemed to equal the greater of (i) the number of users attributable to the withdrawing Party on the date the Consortium receives its official notice of withdrawal, or (ii) the official user count for the withdrawing Party as of the end of the immediately preceding fiscal year. As agreed to by the parties, this remittance may be made as a lump sum at the time of withdrawal, or the withdrawing Party may remain on the annual invoicing schedule maintained by the Consortium.

The withdrawing Party shall reimburse the Consortium for all additional costs incurred as a direct result of the Party's withdrawal. Additional incurred costs include but are not limited to the following: data extraction, shared data remediation, record segregation, legal, procurement, and accounting costs, configuration changes,

and cybersecurity risk mitigation.

Section 6.04. This Agreement shall replace the Intergovernmental Agreement which automatically renewed on May 1, 2026, pertaining to the Octave/Hexagon system, for all Parties, except those that have entered into an Exit Agreement. Parties who have elected not to participate with Mark43 in addition to the Parties to this Agreement, shall continue with the Octave/Hexagon system contract which terminates on June 30, 2027. These Parties understand that the Consortium will continue to work with Octave/Hexagon until the Mark43 system is operational and additional terms will be negotiated to address the Octave/Hexagon contract termination on June 30, 2027.

Article VII. Miscellaneous Terms

Section 7.01 No Joint Venture. This Agreement shall not be construed in such a way that any Party is or is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The Parties shall neither have the authority to enter into any agreement, nor to assume any liability on behalf of any other Party, nor to bind or commit to the other Party in any manner, except as expressly provided herein.

Section 7.02 Notice. All notices required to be given pursuant to this Agreement shall be in writing and addressed to the Parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

If to the County, to:

Du Page County
421 County Farm Road
Wheaton, IL 60187

Attention: Anthony McPhearson
IT Department

If to the Participant to:

Section 7.03 Entire Agreement. This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the Parties with respect to the subject matter hereof.

Section 7.04 Approval Required and Binding Effect. This Agreement shall not become effective unless authorized by each Party's respective corporate authorities or governing body. Upon authorization, this Agreement constitutes a legal, valid, and binding agreement, enforceable against the Parties.

Section 7.05 Representations. Each Party represents that it has the authority to enter into this Agreement and undertake the duties and obligations contemplated by this Agreement and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this Agreement.

Section 7.06 Indemnification. The Parties hereby release and agree that each shall indemnify and hold harmless the other Party and all of its present, former, and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penal ties, causes of action, costs and expenses whatsoever, including, but not limited to, attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement to the extent authorized by law, including, but not limited to any injury or damage caused by the failure of System to function properly, the quality of the data contained in the System, or the failure of the System to operate as designed. This Section is an agreement between local public entities to allocate or share liability from an injury resulting from their joint undertaking of a shared function under Article VII of the Local Government and Governmental Employees Tort Immunity Act.

Section 7.07 Committee Composition. The PRMS Committee may from time to time and by a three-quarters (3/4) vote of members entitled to be appointed, make changes to the composition, manner of selection, or number of their respective memberships. So long as the PRMS Oversight Committee consists of twelve (12) members (excluding Ex-Officio members), nine (9) members shall constitute three-quarters (3/4) of members entitled to be appointed.

Section 7.08 Appropriations. The Parties hereby agree that the duties imposed by this Agreement contemplate the appropriation of funds required to perform such duties. To the extent authorized by law, the Parties agree to appropriate when necessary, and in the manner provided by law, such funds as may be required to perform their respective duties under the Agreement.

Section 7.09 Amendments. This Agreement may be amended upon the written agreement of the Parties.

Section 7.10 Operational Inquiries. The Participant shall advise the PRMS Committee and the Information Technology department in writing of any systems issues or complaints. The Information Technology department will respond within 14 days. All reasonable operational inquiries will be resolved in a timeframe that is mutually agreed upon by both parties.

WHEREFORE, the Parties have signed and executed this Agreement as of the dates written below in the County of DuPage, State of Illinois.

County of DuPage, Illinois

BY: _____
Chair, DuPage County Board

BY: _____
Mayor, City of Darien

Date: _____

Date: _____

Attest: _____
City Clerk

Date: _____

MOTION NO. _____

AGENDA MEMO

**City Council
October 19, 2026**

ISSUE STATEMENT

A motion authorizing the Mayor to execute a [collective bargaining agreement \(CBA\)](#) between the City of Darien and the Metropolitan Alliance of Police, Darien Police Chapter #48, May 1, 2026 through April 30, 2030.

BACKGROUND/HISTORY

Following the expiration of the previous agreement on April 30, 2026, representatives from the City of Darien and Darien Police Chapter #48 engaged in collective bargaining negotiations. Over the past several months, city staff and union representatives met to negotiate terms and successfully reached a tentative agreement. The union membership has since formally voted to ratify the proposed Collective Bargaining Agreement (CBA). Key provisions of the proposed four-year agreement include:

Wages

Union members will receive wage increases of:

Year 1: 3.50% salary increase

Year 2: 3.00% salary increase

Year 3: 3.50% salary increase

Year 4: 3.50% salary increase

Highlights

Longevity Pay - All officers shall receive four percent (4%) to their yearly base salary on the fifteenth (15th) through the eighteenth (18th) anniversary of their date of employment.

Bilingual Pay - Effective May 1, 2027, members with a demonstrated proficiency in a relevant foreign language will be provided a \$500.00 stipend

Compensatory Time - When working a holiday, a member, in lieu of overtime pay, a member may earn compensatory time at a rate equal to two (2) hours for each overtime hour worked in accordance with the provisions of Section 7.3.1.

Extra Duty Pay - Any member assigned to an extra-duty detail shall be compensated at the overtime rate applicable to a seventh-step officer. An extra-duty detail is defined as a request from an outside entity for police services where the outside entity reimburses the City for the personnel hours worked.

Non-Economic Changes - The agreement brings contract language in line with current practices agreed to by police administration and the union. Several sections were also moved to more relevant parts of the contract, and outdated language was revised for clarity.

MOTION NO. _____

STAFF/COMMITTEE RECOMMENDATION

Committee recommends approving the contract.

ALTERNATE CONSIDERATION

Not approving the contract is an alternate consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 19th day of October 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

Negotiated Agreement Between the

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

and the

City of Darien

05/01/2026 through 04/30/2030

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PREAMBLE

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

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

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

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

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

ARTICLE I RECOGNITION

Section 1.1.1 Recognition

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

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

Section 1.2.1 Probationary Period – Officer

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

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

Section 1.2.2 Probationary Period – Sergeant

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

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

Section 1.3.1 Fair Representation

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

Section 1.4.1 Chapter Officers

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

ARTICLE II

UNION SECURITY AND DUES CHECK-OFF

Section 2.1.1 **Dues Deductions**

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

Section 2.1.2 **Indemnity**

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

Section 2.1.3 **Revocation of Dues**

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

Section 2.2.1 **Bulletin Boards**

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

Section 2.3.1 **Labor-Management Meetings**

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

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

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

ARTICLE III MANAGEMENT RIGHTS

Section 3.1.1 Management Rights

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

ARTICLE IV LAYOFF

Section 4.1.1 Layoff

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

Section 4.1.2 Recall

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

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

ARTICLE V NO STRIKE CLAUSE

Section 5.1.1 No Strike Clause

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

Section 5.1.2 No Lockout

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

Section 5.1.3 Judicial Restraint

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

Section 5.1.4 Discipline of Strikers

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

ARTICLE VI COMPENSATION

Section 6.1.1 Regular Compensation – Officers

Member compensation shall be paid according to Appendix A attached hereto and by reference incorporated herein. Said compensation shall be effective retroactive to May 1, 2026.

Section 6.1.2 Longevity Pay – Officers

All officers shall receive an automatic increase of:

- a. Two percent (2%) to their yearly base salary on the eleventh (11th) through the fourteenth (14th) anniversary of their date of employment.
- b. Four percent (4%) to their yearly base salary on the fifteenth (15th) through the eighteenth (18th) anniversary of their date of employment. This new change to the Agreement is effective May 1, 2027.
- c. Six percent (6%) to their yearly base salary on the nineteenth (19th) and all subsequent anniversaries of their date of employment.

The six percent (6%) in year 19 is not compounded upon the two percent (2%) in year 11 or the four (4%) in year 15 (See Appendix A).

The dates of employment for all members are listed in Appendix B.

Section 6.1.3 Laterally Hired Pay – Officers

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

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

Section 6.1.4 Regular Compensation – Sergeants

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

Section 6.2.1 Overtime Pay

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

Section 6.3.1 ICMA Savings Contribution

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

Section 6.4.1 **Other Compensation – OIC**

Patrol officers, assigned as Officer in Charge (OIC), shall receive compensation equal to seven percent (7%) of a probationary sergeant for each hour worked as an OIC.

Section 6.4.2 **Other Compensation – FTO**

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

Section 6.4.3 **Other Compensation – Bilingual Pay**

Effective May 1, 2027, members with a demonstrated proficiency in a relevant foreign language (IE Spanish, Polish, Russian, Lithuanian, or Ukrainian) or American Sign Language, will be provided a \$500.00 stipend paid on or before the first paycheck in June.

Section 6.5.1 **Retroactive Pay**

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

ARTICLE VII WORK HOURS

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

Section 7.1.1 Work Hours Defined

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

Section 7.2.1 Regular Work Hours – Non-Patrol

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

Section 7.2.2 Regular Work Week / Payroll Cycle – Patrol

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

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

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

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

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

Section 7.2.3 Regular Work Day – Patrol

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

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

Section 7.3.1 **Overtime Work Hours**

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

Members who accept an overtime assignment are responsible for the entire length of the assignment. If the member does not want to work the entire length of the assignment, the member is responsible to fill the unwanted portion of the overtime assignment and must fill the remainder of the overtime assignment according to the prescribed method agreed to in Sections 7.3.2 and 7.3.3.

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

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

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

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

Section 7.3.2 **Scheduled Overtime Hiring**

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

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

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

1. Affected Shift / Same Squad in Seniority Order (Officer off on Training Day Off – not Paid Time Off)
2. Affected Shift / Opposite Squad in Seniority Order
3. Opposite Shift / Opposite Squad in Seniority Order
4. Opposite Shift / Same Squad in Seniority Order

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

For a member outside of patrol to qualify to work patrol overtime s/he shall work at least one eight (8) hour shift per each six (6) months in patrol as a solo officer scheduled with mutual agreement (management & labor) on the date.

Scheduled overtime shall be filled based on the following criteria:

- A. Sergeant Working
 - 1. Officers shall be offered the overtime in seniority order within the above group order.
 - 2. If no officer accepts the overtime, it shall be offered to the sergeants in the above group order.
 - 3. If no sergeant accepts the overtime, the overtime shall be ordered in basis of reverse seniority of the available officers within the Patrol Division.
- B. Sergeant Not Working
 - 1. The overtime shall be offered to sergeants in the above group order.
 - 2. If no sergeant accepts the overtime, it shall be offered to officers in above group order.
 - 3. If no officer accepts the overtime it will be ordered in basis of reverse seniority of the available officers within the Patrol Division.
- C. Once a member has been ordered to work overtime s/he may offer any or all of the overtime assignment to a member outside of the patrol division as long as the forced member follows the procedures as prescribed in subsection A and B above via seniority outside the patrol division.

Section 7.3.3 Non-Scheduled Overtime

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

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

- 1. On-Duty Shift
- 2. Affected Shift / Same Squad in Seniority Order (Officer off on Training Day Off – not Paid Time Off)
- 3. Affected Shift / Opposite Squad in Seniority Order
- 4. Opposite Shift / Opposite Squad in Seniority Order
- 5. Opposite Shift / Same Squad in Seniority Order

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

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

- A. Sergeant Working
 1. Officers shall be offered the overtime in the above group order.
 2. If no officer accepts the overtime it shall be offered to the sergeants in the above group order.
 3. If no sergeant accepts the overtime, the overtime shall be ordered in basis of reverse seniority of the available officers within the Patrol Division.
- B. Sergeant Not Working
 1. The overtime shall be offered to sergeants in the above group order.
 2. If no sergeant accepts the overtime, it shall be offered to officers in the above group order.
 3. If no officer accepts the overtime it shall be ordered in basis of reverse seniority of the available officers within the Patrol Division.
- C. Once a member has been ordered to work overtime s/he may offer any or all of the overtime assignment to a member outside of the patrol division as long as the forced member follows the procedures as prescribed in subsection A and B above via seniority outside the patrol division.

Section 7.3.4 Special Detail / Assignment Overtime

From time to time, the department may offer or require overtime assignments outside the regularly scheduled patrol shifts, and that these assignments may require special training, designation or knowledge (e.g., overweight truck enforcement, certified trainer, canine officer). Assignments of this nature shall be assigned by seniority to the members designated as qualified in the specialty by the Chief.

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

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

Section 7.3.5 Overtime Eligibility

Members shall be eligible/offered overtime assignments when on regular scheduled days off.

Members cannot be forced for overtime when scheduled off on vacation time, or personal time for the entirety of the member's shift with the exception of Section 9.4.1.

Members cannot be forced for overtime assignments on their regular days off when the member is on regular days off in conjunction with vacation time, shift trade or personal time for the entirety of the member's shift.

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

Section 7.3.6 **Call Back Overtime**

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

Section 7.3.7 **Court Overtime**

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

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

Section 7.3.8 **Meeting Overtime**

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

Section 7.3.9 **Compensatory Time**

In lieu of overtime pay, a member may earn compensatory time at a rate equal to one and one-half (1 ½) hours for each overtime hour worked in accordance with the provisions of Section 7.3.1. When working a holiday, a member, in lieu of overtime pay, a member may earn compensatory time at a rate equal to two (2) hours for each overtime hour worked in accordance with the provisions of Section 7.3.1.

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

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

ARTICLE VIII SCHEDULES

Section 8.1.1 Patrol Shift Scheduling

There shall be three patrol shifts and members assigned to the patrol division shall be assigned to one of the patrol shifts:

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

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

There shall be two (2) patrol squads per patrol shift.

Section 8.1.2 Patrol Shift Scheduling – Beginning of Year

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

Shift selections shall be completed by October 15th.

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

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

Section 8.1.3 Patrol Shift Scheduling – Changes During the Year

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

Changes shall be made first by seniority on a voluntary basis. If no one volunteers, the member with lowest seniority shall be moved to the opening.

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

If a position becomes available whether on a squad and/or shift, that squad and/or shift

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

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

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

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

Section 8.1.4 Patrol Shift Scheduling – FTO

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

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

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

Section 8.1.5 **Patrol Shift Scheduling – OIC**

The minimum length for an Officer in Charge (OIC) assignment shall be one (1) hour.

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

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

Section 8.1.6 **Patrol Shift Scheduling – Early Car**

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

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

Sergeants shall complete early car assignments ten (10) days prior to the start of the calendar month.

Section 8.1.7 **Patrol Shift Scheduling – Time Off**

Only one (1) member may have off on any combination of time off per shift, per squad. Officers scheduled for training, sick, light duty or unpaid leave will not affect a member taking time off.

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

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

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

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

Section 8.1.8 Vacation Scheduling – Vacation Blocks

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

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

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

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

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

Members shall be allowed vacation time off in accordance with Police Department manpower requirements.

Section 8.1.9 Time Off Scheduling – First of Year

Members are not mandated to select their vacation time during the Vacation Selection - Block Phase, but may opt to schedule all or a portion of their vacation hours during the non-complete week Paid Time Off Selection phase, based on seniority.

Vacation time not selected during the Vacation Selection Block Phase along with compensatory time and personal time, may be requested between November 2 at 0001 hours through November 16. Time off shall be awarded based on seniority.

Time entered after November 16 at 0001 hours shall be honored in a first come first serve basis. Only time requested via the scheduling software (Pace at the time of this CBA) shall be honored. Time off requested before November 2 at 0001 hours will not be considered.

Section 8.1.10 Patrol Shift Scheduling – Training

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

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

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

Section 8.2.1 Scheduling – In-House Training

There may be up to twelve training dates annually. Patrol members shall be assigned to a common in-house training date and receive an e-mail notice of the date at least 30 days in advance of the date. When scheduled to a training date patrol members shall be off on their normal eight-hour workday during that pay period. Up to six training dates for each member, per year.

For training dates in January and February every attempt shall be made to schedule the training prior to block vacation selection.

Section 8.2.2 Scheduling – Darien Fest

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

Section 8.3.1 **Shift Trades**

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

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

First Offense: Written Warning

Second Offense: Written Warning or Suspension of the right to exchange shifts for no longer than six (6) months.

Third Offense: Written warning or Suspension of the right to exchange shifts for no longer than twelve (12) months.

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

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

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

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

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

Section 8.4.1 **Work Breaks**

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

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

Section 8.5.1 Scheduling Committee

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

ARTICLE IX VACATION

Section 9.1.1 Vacation Eligibility and Allowances

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

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

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

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

Section 9.1.2 Vacation Payout

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

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

Section 9.2.1 Vacation Pay

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

Section 9.2.2 **Vacation Buy Back**

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

Section 9.3.1 **Vacation Accrual Schedule**

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

- One Week: Six (6) months of service to the CITY for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.
- One Week: After 12 months of service, one additional week is earned. (The first earned week may be held over and be taken after the additional week is earned.)
- Two Weeks: Two (2) or more full years of service to the CITY for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.
- Three Weeks: Five (5) or more full years of service to the CITY for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.
- Four Weeks: Ten (10) or more years of service to the CITY for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.
- Five Weeks: Twenty (20) or more full years of service to the CITY for a period of time prior to each member's anniversary date in the year in which the vacation is to occur.

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

Vacation credit shall not accrue during any layoff period, or during an unpaid leave of absence.

Section 9.4.1 **City Emergency**

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

ARTICLE X HOLIDAY AND PERSONAL TIME

Section 10.1.1 Holiday Days

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

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

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

At such time as the City Council, in its discretion, recognizes another holiday not listed in this Section by closing City Hall, that holiday will be added to the list of holidays.

Section 10.2.1 Holiday Extra Pay

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

Section 10.2.2 Holiday Stipend

Members whether, on-duty or off-duty (regular day off or benefit time), on a holiday shall be paid an eight (8) hour stipend.

Section 10.3.1 Holiday Scheduling and Pay

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

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

Section 10.4.1 Personal Time

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

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

ARTICLE XI LEAVE OF ABSENCE

Section 11.1.1 Absence from Work

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

Unauthorized absence from work shall be caused for disciplinary action.

Section 11.1.2 General Leave of Absence

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

Section 11.2.1 Sick Leave

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

Section 11.2.2 Sick Leave Accrual

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

Section 11.2.3 Sick Leave Usage

Members shall be entitled to use sick leave in accordance with the Employee Sick Leave Act 820 ILCS 191/1 et al. The member may use sick time due to any of the following:

- a. Personal illness or physical incapacity;
- b. Personal maternity as directed by a physician;
- c. Member's immediate family member's illness or injury. An immediate family member shall be a child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law and father-in-law, grandchild, grandparent, stepparent; and
- d. For any purpose within the guidelines of the Family Medical Leave Act.

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

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

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

Section 11.2.4 Sick Leave Reporting

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

A failure to properly report an illness / injury shall be considered as absence without leave (AWOL).

Section 11.2.5 Sick Leave Verification

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

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

Section 11.2.6 Sick Leave Transfer

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

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

Section 11.2.7 Sick Leave Bonus

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

Section 11.2.8 Sick Leave Payout

Any member who retires from employment with the Darien Police Department after at least twenty (20) years of service shall be paid 50%, one half (½), of his/her unused sick leave at his/her salary at time of retirement with a maximum payout of seventy-five (75) days.

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

Section 11.3.1 Funeral Leave

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

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

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

Section 11.4.1 Military Leave

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

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

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

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

Section 11.5.1 Jury Duty

Members are granted regular compensation for regular work day(s) when s/he serves jury duty, no overtime shall be paid. Any compensation received as a result of serving on Jury Duty shall be signed over to the CITY. Members shall turn in notice of Jury Duty on the first scheduled work day after receipt of the notice to serve.

Section 11.6.1 Maternity Leave

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

ARTICLE XII TRAINING AND EDUCATION

Section 12.1.1 On-Duty Training – At Police Department

Members assigned to in-house training, whether at the Darien Police Department or other location such as the range, shall be given notice of such training by entry into the scheduling system in compliance with Section 8.1.10.

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

Section 12.1.2 On-Duty Training – Away from Police Department

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

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

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

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

If the time spent attending training (including lunch and breaks) and travel time exceeds

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

Section 12.1.3 Off-Duty Training

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

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

Section 12.2.1 Travel and Meeting Expense Allowances

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

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

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

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

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

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

Section 12.3.1 Educational Incentive

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

Grade of A or B: 50% reimbursement

Grade of C: 25% reimbursement

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

ARTICLE XIII GRIEVANCE PROCEDURE

Section 13.1.1 Grievance Definition

For the purposes of this AGREEMENT, a grievance is

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

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

Section 13.2.1 Grievance Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 13.3.1 Fees and Expenses of Arbitration

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

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

Section 13.4.1 Forms

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

Section 13.5.1 General Rules

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

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

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

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

Section 13.6.1 **Notice of Union Representation**

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

Section 13.7.1 **Rights of Chapter**

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

ARTICLE XIV
NON-DISCRIMINATION

Section 14.1.1 **Non-Discrimination**

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

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

Section 14.2.1 **Chapter Activity**

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

ARTICLE XV DISCIPLINE

Section 15.1.1 Procedure of Discipline

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

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

Section 15.2.1 Jurisdiction of the Fire and Police Commission

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

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

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

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

Section 15.3.1 Personnel File

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

ARTICLE XVI INVESTIGATIONS CONCERNING OFFICERS

Section 16.1.1 Right to Investigate

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

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

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

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

ARTICLE XVII HEALTH, DENTAL, OPTICAL & LIFE INSURANCE

Section 17.1.1 Health Insurance

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

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

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

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

Section 17.1.2 Continuation of Benefit

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

Section 17.1.3 115 Trust Plan

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

Section 17.2.1 Life Insurance

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

Section 17.2.2 Death Benefits

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

Section 17.3.1 Wellness Program

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

Section 17.3.2 Medical Examinations

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

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

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

Section 17.4.1 Light Duty Assignments

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

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

**ARTICLE XVIII
DISABILITY AND RETIREMENT BENEFITS**

Section 18.1.1 Employee Disability

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

**ARTICLE XIX
UNIFORM BENEFITS**

Section 19.1.1 Uniform Benefits

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

Contract Year	Allowance
2026 – 2027	\$1,050.00
2027 – 2028	\$1,100.00
2028 – 2029	\$1,150.00
2029 – 2030	\$1,150.00

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

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

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

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

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

ARTICLE XX OFF DUTY EMPLOYMENT

Section 20.1.1 Employment Outside Department

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

Section 20.1.2 Extra Duty Details

When the Department posts an extra duty detail, it will be filled by members on a first come first serve basis. Any requests of the Police Department for extra duty details will be forwarded to the CHAPTER Representative and the Chief (designee). Any member who accepts an extra duty assignment and later rejects or declines it is responsible for finding a replacement. Failure to do so will result in a member being ineligible for extra duty assignments for six (6) months. Any member who works an extra duty detail shall be paid at the overtime rate of an officer in his/her seventh (7) step per hour for all hours worked on the detail.

ARTICLE XXI SENIORITY

Section 21.1.1 Seniority

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

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

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

Section 21.1.2 Determination of Seniority

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

Section 21.1.3 Forfeiture of Seniority

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

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

Section 21.2.1 Maintenance of Seniority List

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

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

Section 22.1.1 Board of Fire and Police Commissioners

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

**ARTICLE XXIII
SAVINGS CLAUSE**

Section 23.1.1 Savings Clause

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

ARTICLE XXIV MAINTENANCE OF ECONOMIC BENEFITS

Section 24.1.1 Maintenance of Economic Benefits

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

ARTICLE XXV ENTIRE AGREEMENT

Section 25.1.1 Entire Agreement

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

Section 25.2.1 Ratification and Amendment

This AGREEMENT shall become effective October 19, 2026 after having been ratified by the CITY Council and the CHAPTER and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**ARTICLE XXVI
TERMINATION**

Section 26.1.1 Termination

This AGREEMENT shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, 2030. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days that it desires to modify this AGREEMENT. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this AGREEMENT, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

Executed October 19, 2026 after being reviewed and approved by the Mayor and CITY Council.

METROPOLITAN ALLIANCE OF
POLICE, DARIEN CHAPTER #48

CITY OF DARIEN

Keith George,
President M.A.P.

Joe Marchese
Mayor

President Darien Police Chapter

City of Darien

APPENDIX A WAGE SCHEDULE

All below salaries shall be retroactive for all hours compensated from 05/01/2026 and any retroactive pay earned as a result of the above increases in wages and other benefits shall be paid by the CITY to all current members and all former members who have retired or resigned in good standing. Retroactive pay shall be in accordance with Section 6.6.1 of this AGREEMENT.

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

Officer	05/01/26	05/01/27	05/01/28	05/01/29
% Increase	3.500%	3.000%	3.500%	3.500%
Starting	\$ 83,727.56	\$ 86,239.38	\$ 89,257.76	\$ 92,381.78
Year 1	\$ 89,431.49	\$ 92,114.44	\$ 95,338.44	\$ 98,675.29
Year 2	\$ 95,135.45	\$ 97,989.51	\$ 101,419.15	\$ 104,968.82
Year 3	\$ 100,839.40	\$ 103,864.58	\$ 107,499.84	\$ 111,262.33
Year 4	\$ 106,543.30	\$ 109,739.60	\$ 113,580.49	\$ 117,555.81
Year 5	\$ 112,247.27	\$ 115,614.69	\$ 119,661.20	\$ 123,849.35
Year 6	\$ 117,951.22	\$ 121,489.76	\$ 125,741.90	\$ 130,142.86
Year 7	\$ 123,655.14	\$ 127,364.80	\$ 131,822.57	\$ 136,436.36
Year 11	\$ 126,128.25	\$ 129,912.10	\$ 134,459.02	\$ 139,165.08
Year 15	\$ 126,128.25	\$ 132,459.39	\$ 137,095.47	\$ 141,893.81
Year 19	\$ 131,074.45	\$ 135,006.69	\$ 139,731.92	\$ 144,622.54
Sergeant	05/01/26	05/01/27	05/01/28	05/01/29
% Increase	3.500%	3.000%	3.500%	3.500%
Probationary	\$ 151,371.10	\$ 155,912.23	\$ 161,369.16	\$ 167,017.08
Non-Probationary	\$ 153,418.81	\$ 158,021.37	\$ 163,552.12	\$ 169,276.44

**APPENDIX B
SENIORITY LIST**

<u>Last Name</u>	<u>First Name</u>	<u>Position</u>	<u>Hire/Promotion Date</u>
Skweres	Nicholas	Sergeant	09/25/2002 10/19/2015
Lorek	Michael	Sergeant	09/27/2001 08/22/2016
Rumick	Douglas	Sergeant	09/10/2008 05/25/2024
Keough	Keith	Sergeant	03/25/2009 07/05/2025
Simek	Jeffrey	Sergeant	09/25/2002 08/22/2026
Somogye	Luke	Sergeant	09/25/2015 10/10/2026
Stutte	Richard	Officer	09/17/1998
Yeo	Kevin	Officer	07/10/2001
Hruby	Anton	Officer	08/18/2004
Throm	Lauren	Officer	11/10/2004
Parris	Jennifer	Officer	01/03/2007
Milazzo	David	Officer	12/08/2010
Beatty	Jennifer	Officer	01/02/2014
Pastick	Joseph	Officer	03/26/2014
Rundell	Matthew	Officer	09/01/2015
Versis	Simon	Officer	07/24/2017
Jairala	Jason	Officer	01/15/2018
Giza	Matthew	Officer	03/26/2018
O'Brien	Justin	Officer	06/20/2018
Janik	Paulina	Officer	09/09/2019
Kano	Konrad	Officer	01/02/2020
Nelson	Nicholas	Officer	01/02/2020
Servin	Nelson	Officer	07/24/2020
Oplawski	Chris	Officer	01/18/2021
Pilia	Jamie	Officer	01/02/2024
Avila	J. Brian	Officer	11/03/2025
Mejia	Jacob	Officer	02/23/2026
Hosper	Neal	Officer	04/20/2026
Parker Jr.	Derrick	Officer	04/20/2026
Rodriguez	Jhovany	Officer	08/10/2026

APPENDIX C ISSUED EQUIPMENT

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

- 3 Long sleeve uniform shirts
- 3 Short sleeve uniform shirts
- 3 Pairs uniform pants
- 1 Pair Class A uniform pants
- 1 Pair black uniform shoes or boots
- 3 Uniform hats (1 for each season)
- 3 Uniform ties
- 1 Tie bar
- 3 Name plates
- 1 Uniform leather or Gore-Tex Winter jacket
- 1 Uniform Lightweight jacket
- 1 Uniform raincoat and hat cover
- 1 Gun belt
- 1 Holster
- 1 Handcuffs and handcuff case
- 4 Keepers
- 1 Magazine pouch
- 1 Flashlight
- 1 Flashlight holder
- 1 Key holder
- 1 Reflective traffic vest
- 1 Pepper Spray and Carrier
- 1 Ballistic Vest
- 1 Glove Pouch
- 1 Taser Holster
- 1 Department issued semi-automatic pistol

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

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

MOTION NO. _____

AGENDA MEMO
City Council
Meeting Date: October 19, 2026

Issue Statement

Motion to approve the [tax levy determination](#) for general and special purposes for Fiscal Year 2026-2027.

Background/History

The process for setting a tax levy is to determine how much revenue to collect from the property tax, and request that the county levy a tax to generate that amount of money. The first approval required is the tax levy determination, which takes place prior to the approval of the tax levy ordinance. Not less than 20 days prior to the adoption of the aggregate levy, the Council shall determine the amounts of money to be levied. There are also special requirements if the aggregate amount of the Corporate and Special Purpose levy is more than 105% or of the preceding year's extension and abatements.

Unfortunately, we are still subject to a timing constraint that requires us to make our initial request by the end of December, a few months before we are far enough into the budget process to make a final judgment on what we will need. At the same time, the Council can approve additional abatements up to the end of March. This gives the Council the ability to request a "ceiling" amount, while allowing us to review the budget early next year and consider abatements to the original request.

The current 3 year budget forecast includes no annual increase to the city's property tax levy for FYE 28. Staff is recommending we follow the forecast and do not raise the property tax extension from last year. Last year's extension was \$2,527,440. The entire property tax is levied for our annual police pension obligation, which is \$3,069,866 in FYE 28. The shortage between the proposed tax levy and pension requirement is \$542,426, which will be funded through other general fund revenues.

Additionally, a debt levy for any outstanding bonds has been filed upon the adoption of the bond ordinances. The 2026 levy amount to pay for the principal and interest on the one remaining bond in the water fund totals \$387,850. After the water fund bond abatement, the total bond amount to be paid is \$-0-.

With respect to the tax levy for Special Service Area #1, we have a plan for maintenance expenses for these wetlands and storm water infrastructure, and the recommended revenue from this levy is proposed to be maintained at \$5,000.

MOTION NO. _____

Staff/Committee Recommendation

The Administrative/Finance Committee and staff recommend approval of the levy determination and ordinances which:

- Set the City's 2026 general property tax levy and special corporate tax levy (police pension fund) at \$2,527,440
- Set the City's 2026 Special Service Area I property tax levy at \$5,000.

Alternate Consideration

As directed

Decision Mode

The tax levy determination will be on the October 19, 2026, Council meeting for formal consideration. This final tax levy ordinance will be on the November 16, 2026, City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 19th day of October 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

**DRAFT FOR TAX LEVY
DETERMINATION
FULL PENSION AMOUNT**

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE LEVYING TAXES FOR
GENERAL AND SPECIAL CORPORATE PURPOSES
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2026,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2027,
FOR THE CITY OF DARIEN, ILLINOIS**

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

THIS _____ DAY OF NOVEMBER, 2026

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this
_____ day of November, 2026.**

ORDINANCE NO. _____

**AN ORDINANCE LEVYING TAXES FOR
GENERAL AND SPECIAL CORPORATE PURPOSES
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2026,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2027,
FOR THE CITY OF DARIEN, ILLINOIS**

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

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

WHEREAS, the City Council of the City of Darien, Illinois, adopted the Annual Budget for the City of Darien, Illinois, for the Fiscal Year beginning on May 1, 2026, and ending on April 30, 2027, and which has been duly published.

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

SECTION 1: A tax for the following sums of money or so much thereof as may be authorized by law to defray all expenses and liabilities of the City of Darien be, and the same is hereby levied, for the purposes specified against all taxable property in said City for the Fiscal Year commencing on the First day of May, 2026, and ending on the Thirtieth day of April, 2027.

ORDINANCE NO. _____

Total Amount Levied for General Corporate Purposes	<u>0</u>
Police Pension Fund.....	2,527,440
2018 G.O. Bond- Water System	387,850
TOTAL TAX LEVY FOR ALL FUNDS	\$2,915,290

SECTION 2: The City Clerk of the City of Darien is hereby directed to file with the County Clerk of the County of DuPage, a certified copy of this Ordinance as provided by law.

SECTION 3: If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as required by law, and shall be known as Ordinance Number _____ of the City of Darien, Illinois.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of November, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 16th day of November, 2026.**

ATTEST:

JOSEPH MARCHESE, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
October 19, 2026

ISSUE STATEMENT

AN ORDINANCE AMENDING TITLE 8, POLICE REGULATIONS, OF THE DARIEN CITY CODE TO ADD A NEW CHAPTER 24, “KRATOM PRODUCTS”

ORDINANCE

BACKUP

BACKGROUND/HISTORY

Mayor Marchese sits on the “DuPage Council on Strengthening the System for Mental Health and Substance Abuse Care,” and he has become increasingly concerned about the data presented at their most recent meeting regarding the sale, distribution, marketing and potential safety hazards of Kratom and Kratom-derived products. The attached power point highlights these issues and concerns.

Mimi Doll, research Director at the DuPage Federation on Human Services Reform will attend the Council meeting on October 19 and review data from the attached Power Point ([Attachment A](#)).

Kratom is a product made from the leaves of *Mitragyna speciosa*, a tree native to Southeast Asia. Its primary active compounds, mitragynine and 7-hydroxymitragynine (7-OH), act on the same receptors in the brain as opioids. Kratom is commonly sold at gas stations, convenience stores, and smoke and vape shops as powders, capsules, liquid shots, and, increasingly, concentrated synthetic 7-OH tablets. Kratom is not approved by the U.S. Food and Drug Administration (FDA) for any medical use, and the FDA has issued multiple warning letters to sellers, particularly those marketing concentrated 7-OH products. Reported health risks include liver toxicity, seizures, and substance use disorder.

Under the Illinois Kratom Control Act (720 ILCS 642/5), it is unlawful to sell kratom to anyone under 18 years of age or for a person under 18 to purchase or possess it. State law does not otherwise restrict the sale of kratom to adults or regulate product strength, labeling, or purity. Two bills introduced in the 2026 spring session, SB 3160 (Kratom Prohibition Act) and HB 4737 (Kratom Consumer Protection Act), did not advance. In the absence of state action, a growing number of Illinois municipalities have acted locally under their home rule authority.

Neighboring Communities

Wheaton - On April 20, 2026, the Wheaton City Council adopted Ordinance O-2026-19, which prohibits any person or business, including liquor and tobacco licensees, from advertising, selling, giving away, delivering, or distributing kratom, kratom extracts, 7-OH, and other novel psychoactive substances. The prohibition applies regardless of whether a product is labeled "not for human consumption." Violations carry a fine of not less than \$500 for a first offense and not less than \$1,000 for each subsequent offense. Each sale and each day a product is offered for sale is a separate violation. Violators must reimburse the city for laboratory testing, and city-issued business licenses may be suspended, revoked, or not renewed after notice and a hearing.

Naperville - On September 1, 2026, the Naperville City Council voted 8-0 to prohibit the retail sale of both natural and synthetic kratom products, following a unanimous recommendation from the city's Liquor Commission. The ban took effect October 1, 2026, which gave staff time to notify affected retailers. The ordinance does not prohibit adult possession or use. In support of the ban, the Naperville Police Department reported four kratom-related overdoses in 2026, one of which was fatal and attributed to kratom by the coroner.

Winnetka, Plainfield, Minooka, Normal, and Bloomington have also adopted kratom sales bans.

The proposed ordinance is attached.

STAFF/COMMITTEE RECOMMENDATION

This ordinance is scheduled for discussion at the Police Committee's October 19 meeting.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be placed on the October 19, 2026 City Council agenda for consideration.

Odelson, Murphey, Frazier & McGrath, Ltd.

3318 West 95th Street – Evergreen Park, Illinois 60805**Phone (708) 424-5678****JBM Direct Dial (708) 634-0266****JBM e-mail: jmurphey@omfmlaw.com****MEMORANDUM**

VIA E-MAIL

To: Mayor & City Council
Bryon Vana
Chief Jump

From: John B. Murphey

Date: October 14, 2026

Re: Kratom Ordinance

This ordinance has been built on the Naperville model. I defer to Mayor Marchese and the experts on the technical particulars of this ordinance.

From my end, I thought it would be helpful to focus on process and enforcement issues. As I discuss below, we have a fortunate coincidence of timing which may aid in enforcement.

1. **Administrative Adjudication System.**

The City has adopted the “Administrative Adjudication” system to process a wide variety of code and ordinance violations, including everything from parking restrictions to building code violations to miscellaneous ordinance violations. This draft calls for violations of this ordinance to be processed through the City’s administrative adjudication system which is much more efficient than utilizing the normal DuPage County court system.

2. **Minimum Fine.**

The adjudication ordinance structure currently sets a maximum fine of \$1,000.00. This ordinance specifies a minimum fine of \$500.00.

3. **Special Enforcement Procedures.**

The Council will recall from the past couple of meetings that a new amendment to the Illinois Adjudication statute gives hearing officers significant new authority to enter enforcement orders similar to court injunctions directing elimination of violations and ordering remediation of properties found in violation of an applicable ordinance. The Council has recently amended the City's adjudication ordinance to grant the City's hearing officer the authority to enter these types of orders, which go beyond mere fines.

Depending on the level of compliance by affected businesses, the City would be able to avail itself of this new tool in order to obtain prompt enforcement as opposed to issuing citations, waiting for a hearing date, dealing with continuances, and then determining whether a fine will result in compliance. Provision for this fast-track enforcement is set forth in the ordinance.

4. **Enforcement Timing.**

Finally, the ordinance calls for enforcement to go into effect not immediately, but by a certain date. Affected business owners are entitled to receive fair notice of the requirements of the new ordinance. The current draft provides that enforcement will go into effect 30 days after passage. This will give staff time to communicate the terms of the new ordinance to all affected businesses.

JBM/sml
Enclosure



TOBACCO RETAILER ENVIRONMENTAL SCAN

Summer 2026

DuPage County Health Department

DuPage Federation on Human Services Reform





This project was made possible by funds
received from the
Illinois Department of Public Health

BACKGROUND



- Tobacco, THC derivatives and kratom/synthetic kratom pose significant and multiple health risks in our communities.
- Increased retailer density in communities has been associated with:
 - Greater initiation of use
 - Higher prevalence of use
 - Increased challenges with cessation
- The wide range of products sold, and promotional and marketing strategies retailers use increases risk to communities by directing efforts to young and vulnerable audiences
- Public health environmental scans provide a systematic way of collecting data about communities to document their features, assess risks and plan interventions



RESEARCH QUESTIONS

- Overarching Research Questions
 - Distribution and density of tobacco retailers across DuPage County
 - Tobacco, THC and kratom products sold
 - Marketing strategies employed to build interest and use
- Today's Focus
 - Kratom/synthetic kratom products sold
 - Marketing strategies, focus on vulnerable population

Distribution and Frequency of Product Sales by Retailer Type



Product	Percent of Stores Selling:						
	Convenience Store	Gas Station	Liquor Store	Pharmacy Drug Retail Store	Specialty Food Store	Supermarket Grocery	Smoke Shops
Cigarettes	100%	100%	93%	100%	0%	88%	65%
Cigars	78%	75%	79%	79%	0%	50%	67%
Cigarillos	94%	90%	90%	93%	0%	63%	75%
Smokeless/chewing tobacco	78%	79%	38%	79%	0%	50%	68%
Nicotine pouches	94%	96%	59%	93%	0%	50%	77%
e-Cigs/Vapes	94%	90%	79%	79%	100%	25%	95%
Heated tobacco	0%	3%	0%	0%	0%	0%	51%
Hookah	0%	0%	7%	0%	0%	13%	61%
Loose tobacco	39%	15%	14%	14%	0%	25%	84%
Kratom/synthetic Kratom	11%	21%	3%	0%	0%	0%	89%
THC-edible, smokable	17%	12%	14%	0%	0%	13%	84%
THC drink	17%	14%	52%	0%	0%	13%	26%
Other	0%	3%	3%	0%	0%	0%	11%
Number of product types sold by retailer	10	12	12	7	1	10	13
75%-100% sampled retailers sold product	50%-74% sampled retailers sold product		25%-49% sampled retailers sold product		1% - 24% sampled retailers sold product		0% sampled retailers sold product



FINDINGS: KRATOM & SYNTHETIC KRATOM

- Kratom: tropical plant that produces stimulant and sedative effects; at high enough doses, opioid-like and psychotic symptoms
- Synthetic products concentrate kratom's psychoactive properties, increasing potency: 7-OH, mitragynine, pseudoindoxyl
- Historically unclassified, temporary Schedule One status recently passed for some (but not all) synthetic kratom products.





FINDINGS: KRATOM & SYNTHETIC KRATOM

- Over 1/3 of retailers sold kratom/synthetic kratom products
 - 89% of smoke/vape shops
 - Over 1 in 5 gas stations, 1 in 10 convenience stores
- Kratom products sold in multiple forms: powder, pill, tablet, drink, different colors promise different effects





FINDINGS: KRATOM & SYNTHETIC KRATOM

Troubling take aways

- Youth Directed Marketing of Kratom/Synthetic Kratom
- Low-Cost Entry and Single Serving



FINDINGS: KRATOM & SYNTHETIC KRATOM



Troubling take
aways

- Misleading Marketing Claims
- Misleading Dosing/Serving Size

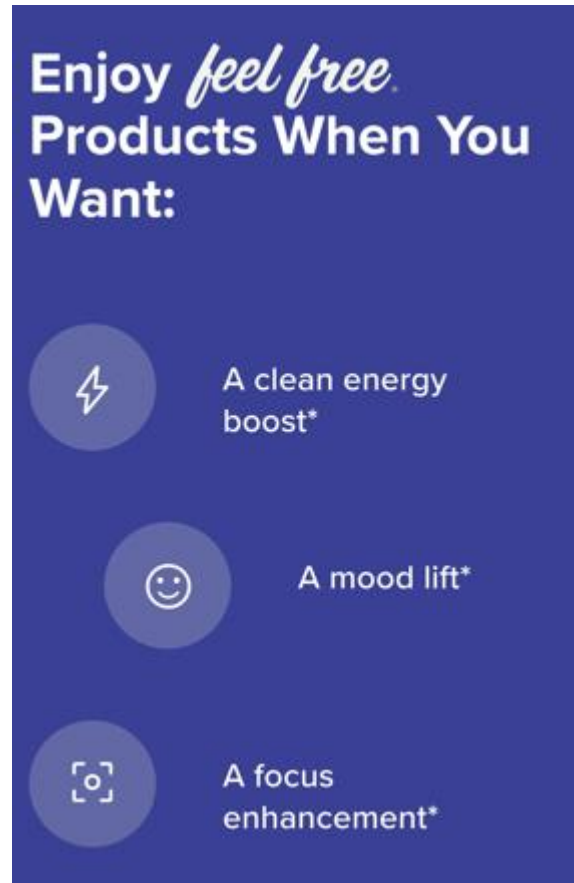


FINDINGS: KRATOM & SYNTHETIC KRATOM



Troubling take aways

- Misleading Marketing Claims
 - mood, energy, focus claims
- Misleading Dosing/Serving Size





Feel Free Energy Drink Product Information

ADULTS 21+ ONLY
KEEP OUT OF REACH OF CHILDREN

Supplement Facts

Serving Size: 1 fl oz (29.6 mL)
Servings Per Container: 2

	Amount Per Serving	%DV
Iron	0.4 mg	4%*
Kava root (extract)		
Total Kavalactones	260 mg	†
Leaf kratom (ground)		
Total Alkaloids	34 mg	†
Mitragynine	20 mg	†
7-hydroxymitragynine	<0.05 mg	†

* Percent Daily Value (DV) based on a 2,000 calorie diet.
† Daily Value (DV) not established.

Other ingredients: water, pineapple juice, natural flavors, stevia leaf, citric acid.

REV #005

DIRECTIONS: ONLY TAKE 1 OZ (1/2 BOTTLE) BY MOUTH AT A TIME. DO NOT EXCEED 2 OZ (1 BOTTLE) IN A 24-HOUR PERIOD. SHAKE WELL. REFRIGERATE AFTER OPENING.

Warning: This product contains leaf kratom which, like caffeine and alcohol, can become habit-forming and harmful to your health if consumed irresponsibly. **Consider avoiding any potentially habit-forming substances if you have a history of substance abuse.** If consumed in recommended quantities, *feel free* CLASSIC has not been shown to cause any serious physical or social harm. **Caution:** This product is not for consumption by or sale to persons under the age of 21. This product may interact with certain medications or substances—consult a qualified healthcare professional prior to use. Do not consume or mix with excessive alcohol. **This product is not intended for pregnant or nursing women, or persons who are sensitive to the active ingredients.**

FINDINGS: ADVERTISING & MARKETING

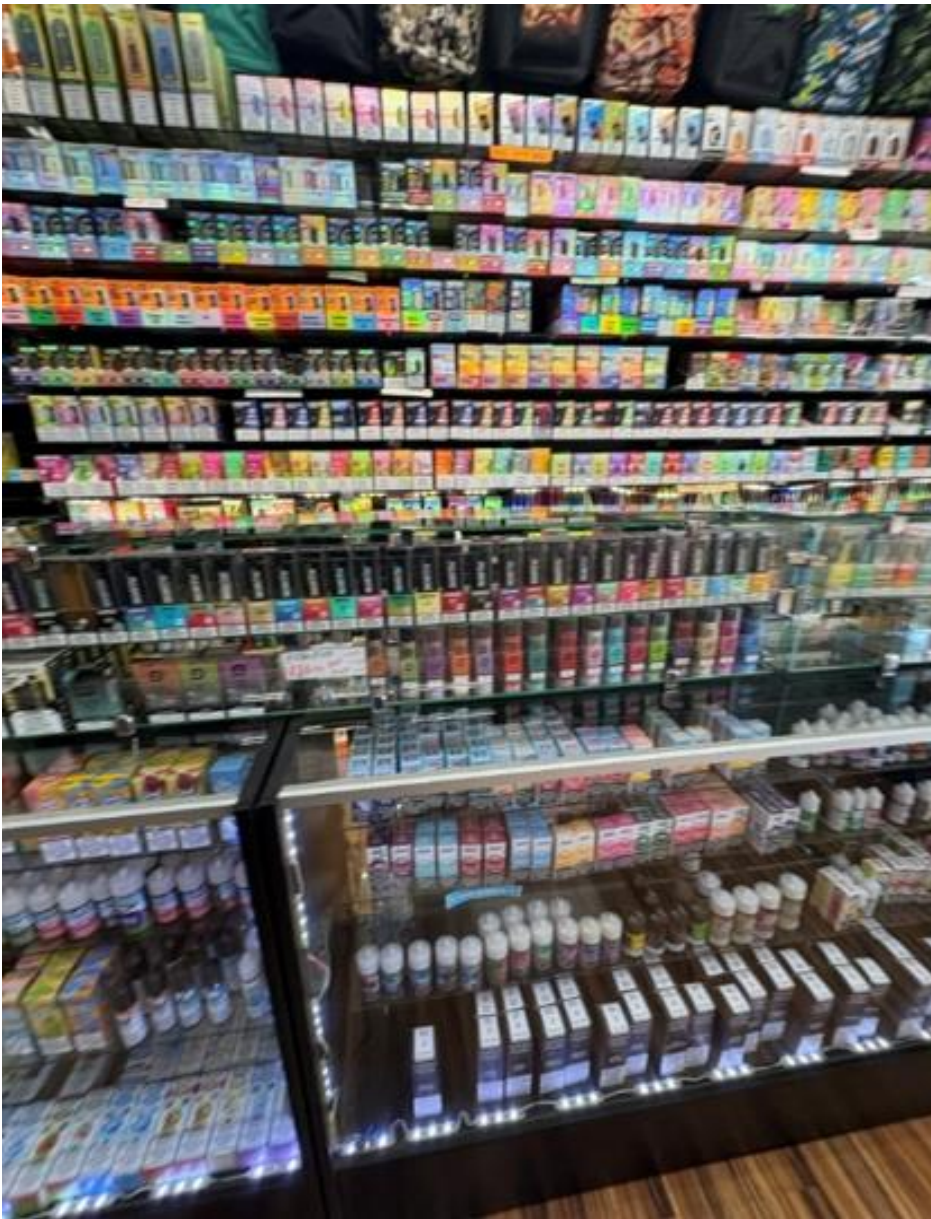


- Heavy use of strategies to appeal to youth
 - Imagery that appeals to youth
 - Packaging to mimic standard candy, snacks
 - Product placement
- Almost 6 of 10 of retailers (59%) placed products near toys, candy or snacks
- Placement influences experimentation, initiation and continued use





RETAILERS THAT
DIDN'T HAVE
ADVERTISING
TYPICALLY HAD
FLOOR TO CEILING
WALLS OF PRODUCTS



FINDINGS: DISCOUNTS & PRICE PROMOTIONS

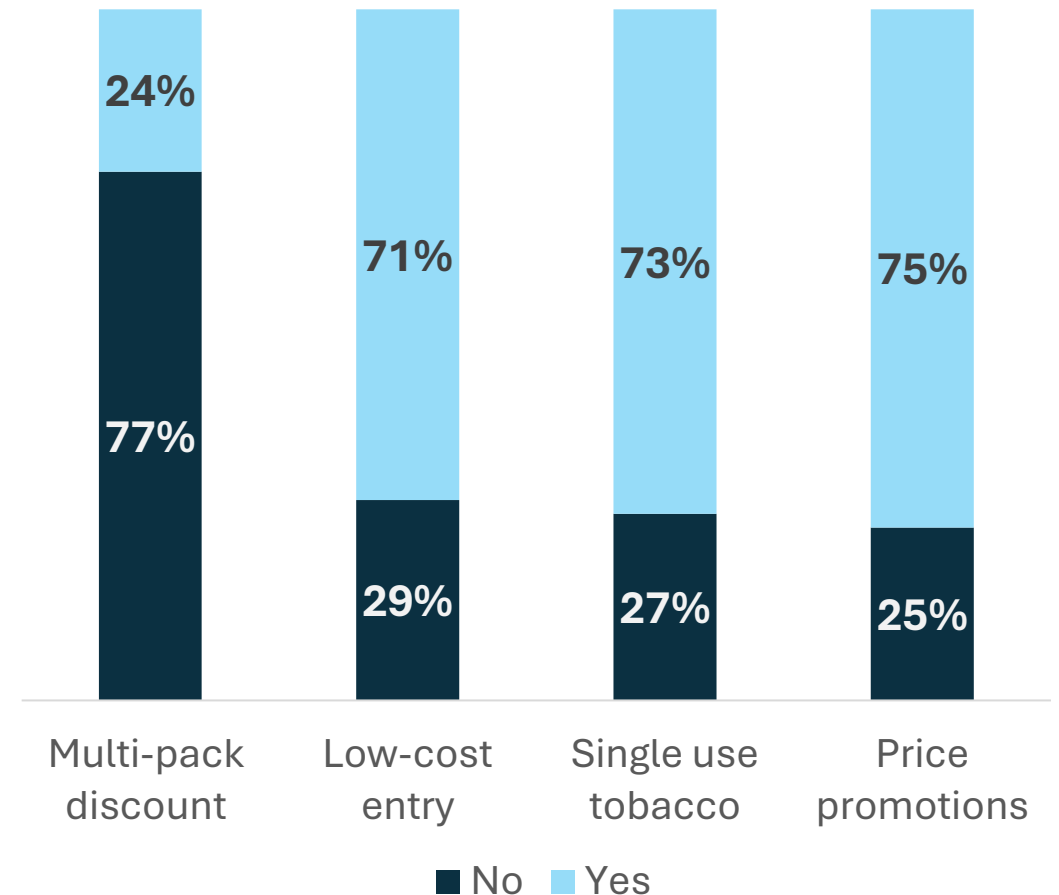


Single use, low cost, disposable products associated with greater use among vulnerable audiences

- Adolescent/YA
- Low Income

Strong majority of retailers use these discount and promotion strategies

Percent of Retailers that Offer Discounts & Price Promotions



FINDINGS: DISCOUNTS & PRICE PROMOTIONS



2 tobacco cigars for
under \$1

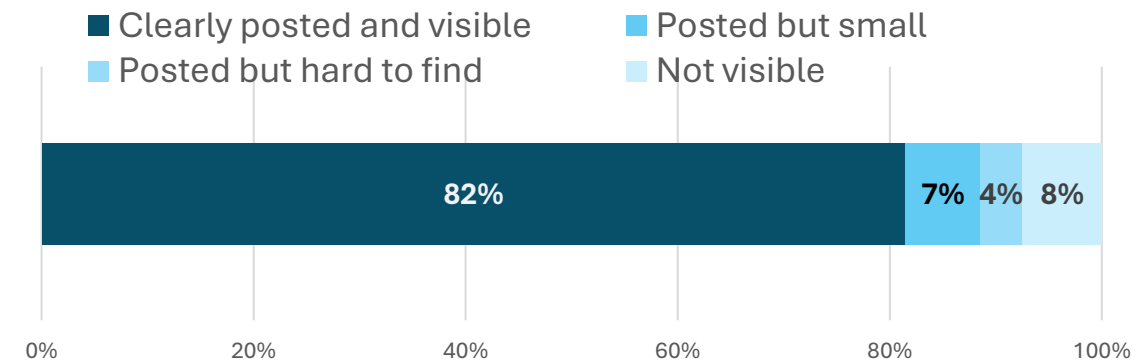
Single serving 7-OH
synthetic kratom
products



Single serving
THC beverages
for sale

FINDINGS: AGE OF SALE

- Age of sale signs intended to discourage underage sale and use
- Strong majority of retailers posted age of sale clearly
- Age of sale signs $\neq$ age verification “carding”



RECOMMENDATIONS: POLICY



- Advocate for comprehensive kratom and synthetic kratom bans throughout DuPage County.
- **Public Health & Coalitions:** Monitor ongoing Federal and local response to emerging and evolving products
 - Scheduling changes, Municipal bans, Proposed state legislation SB3160
- **Legislators & Advocates:** Restrict strategies that target youth and vulnerable populations: advertising, promotion, design and placement
 - Cartoon imagery, candy/snack mimicking
 - Flavored products
 - Placement near youth appealing items, cueing and impulse buy locations
 - Low-cost, single use, disposable

RECOMMENDATIONS: EDUCATION & TREATMENT



- Awareness building media campaign about the harms of kratom/synthetic kratom
- **Public Health Leaders, Coalitions & Schools:** Continue and expand high-quality, evidence-based prevention education and awareness building
 - More comprehensive inclusion of kratom products into education and awareness building
- **Treatment & Support Service Providers:** Offer robust evidence-based treatment and recovery services, ex: CBT, withdrawal mgmt., care coordination, supportive services
 - Acknowledge and respond to evolving context



THANK YOU!

Contact Information:

Mimi Doll

mdoll@dupagefederation.org

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 8, POLICE REGULATIONS,
OF THE DARIEN CITY CODE TO ADD A NEW CHAPTER 24,
“KRATOM PRODUCTS”**

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

THIS 19th DAY OF OCTOBER, 2026

**Published in pamphlet form by authority
of the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this
____ day of October, 2026.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 8, POLICE REGULATIONS,
OF THE DARIEN CITY CODE TO ADD A NEW CHAPTER 24,
“KRATOM PRODUCTS”**

WHEREAS, kratom (*Mitragyna speciosa*) is an herbal extract and psychoactive substance containing alkaloids such as mitragynine and 7-hydroxymitragynine, which produce stimulant-like or opioid-like effects and present a potential for addiction and psychological dependence; and

WHEREAS, the U.S. Food and Drug Administration (FDA) has not approved kratom for any medical use and has issued multiple public health warnings regarding its safety risks, including reports of seizures, liver damage, addiction, and overdose deaths associated with its consumption; and

WHEREAS, retail markets have been flooded with adulterated, highly concentrated, or synthetically altered kratom derivatives (such as enhanced 7-OH products) that exponentially increase toxicity and public health dangers; and

WHEREAS, numerous municipalities have responded to these risks by enacting complete retail bans or imposing severe restrictions on the sale of kratom in the interest of public safety; and

WHEREAS, pursuant to its home rule powers, the City of Darien is authorized to enact local regulations that address emerging public health hazards and protect residents from dangerous, and unregulated substances; and

WHEREAS, Illinois state law already prohibits the sale and distribution of products containing any quantity of kratom to any minor under 18 years of age; and

ORDINANCE NO. _____

WHEREAS, the City of Darien has determined that prohibiting the retail sale of kratom within municipal boundaries is a necessary exercise of its home rule authority to reduce risks to public health and safety.

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

SECTION 1: Recitals Incorporated. The foregoing Recitals are hereby incorporated in this Section 1 as if fully set forth herein.

SECTION 2: Amendment. Title 8, “Police Regulations,” is hereby amended by adding a new Chapter 24, “Kratom Products” to provide as follows:

TITLE 8. POLICE REGULATIONS

CHAPTER 24. KRATOM PRODUCTS.

8-24-1: RESTRICTIONS ON KRATOM ALTERNATIVE SYNTHETIC DRUGS, TETRAHYDROCANNABINOL AND SIMILAR PRODUCTS.

8-24-A-1: DEFINITIONS.
For the purposes of this Chapter Section, the following definitions apply:

KRATOM	Any parts of the plant <i>Mitragyna speciosa</i>, whether growing or not, and any compound, manufacture, salt, derivative, mixture, or preparation of that plant, including, but not limited to mitragynine and 7-hydroxymitragynine.
SYNTHETIC ALTERNATIVE DRUG	Any product containing a synthetic cannabinoid, stimulant or psychedelic/hallucinogen, as those terms are defined herein.
SYNTHETIC CANNABINOID	Any laboratory-created compound that functions similar to the active ingredient in marijuana, tetrahydrocannabinol (THC), including, but not limited to any quantity of a natural or synthetic material, compound, mixture preparation, substance and analog.

ORDINANCE NO. _____

8-24-A-2: LIMITATIONS ON THE SALE AND DISTRIBUTION OF SUBSTANCES AND PRODUCTS:

1. **Kratom Ban:** It shall be unlawful for any business to sell, offer for sale, distribute or deliver Kratom or any product containing Kratom.

2. **Synthetic Alternatives Ban:** It shall be unlawful to sell, offer for sale, distribute, or deliver Synthetic Alternative Drugs.

3. **Tetrahydrocannabinol Age Restriction:** It shall be unlawful for any business to sell, offer for sale, distribute, or deliver Tetrahydrocannabinol to any person under the age of twenty-one (21) years.

8-24-A-3: AGE LIMITATIONS ON THE PURCHASE AND POSSESSION OF SUBSTANCES AND PRODUCTS:

1. **Kratom:** It shall be unlawful for any person under the age of eighteen (18) years to purchase, possess, or use Kratom or a product containing Kratom.

2. **Tetrahydrocannabinol:** It shall be unlawful for any person under the age of twenty-one (21) years to purchase, possess, or use Tetrahydrocannabinol or a product containing Tetrahydrocannabinol.

8-24-A-4: VIOLATIONS; MINIMUM FINE; ENFORCEMENT ORDERS

1. All violations of this Chapter shall be processed through the City's administrative adjudication system in accordance with the provisions of Title 9, Chapter 7 of the Darien City Code, "Administrative Hearing System." The minimum fine to be assessed by the Hearing Officer for a violation of this Chapter shall be Five Hundred & 00/100 (\$500.00) Dollars.

2. In addition, the City may request the Hearing Officer to enter orders prohibiting further violations of this Chapter or compelling removal of all substances on premises which are in violation of this Chapter.

SECTION 2: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent the terms of this ordinance

ORDINANCE NO. _____

should be inconsistent with any non-preemptive state law, this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect upon passage, approval, and publication as provided by law. The prohibition set forth in this Ordinance shall go into effect 30 days after passage of this Ordinance. City staff is directed to notify all businesses potentially affected by this Ordinance.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of October, 2026.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of October, 2026.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MOTION NO. _____

AGENDA MEMO

City Council

October 19, 2026

ISSUE STATEMENT

A motion authorizing Change Order No. 1 to the Plainfield Road Rear Wall Retaining Project, located at the southeast corner of Plainfield Road and Cass Avenue, in an amount not to exceed \$145,150.00 to Landworks Limited for the custom fabrication and installation of a powder-coated architectural metal lattice atop the wall panels. See [Exhibit A](#). (3pages)

BACKGROUND/HISTORY

During the original design phase, staff envisioned incorporating an ornamental metal lattice atop the fence panels to enhance the architectural appearance of the wall panels. However, due to fence panel manufacturing limitations, engineering requirements, and the custom nature of the proposed ornamental work, the concept could not be finalized within the original design and specification process. Fabricators subsequently indicated that engineered drawings and calculations would be required to develop and construct the proposed lattice.

Since the contract award, staff has continued working with Landworks Limited to develop a design that could be incorporated into the existing wall and fence system. Landworks solicited qualified fabricators, and the responsive fabricator provided the design specifications and engineering necessary to advance the proposed improvements.

The proposed architectural lattice is intended to provide a consistent, finished appearance to the retaining wall and surrounding improvements at this prominent intersection near the City's center town area. The additional architectural detail will complement the overall project design and enhance the appearance of the four corners of the intersection.

PROPOSED SCOPE OF WORK

The proposed change order includes approximately 450 linear feet of custom architectural metal lattice and associated modifications, consisting of the following:

- Revised upright fence supports to a height of 10 feet.
- Steel modifications to the upright panel posts to accommodate the lattice installation.
- Custom fabrication and installation of a 24-inch-high metal lattice, as depicted in [Attachment A](#). (2 pages)
- Incorporation of the required fastening details, design specifications, and engineering calculations into the overall wall and fence system.
- Application of a dark bronze powder-coated finish.
- The proposed design has been reviewed to address the installation details, fastening applications, and engineering requirements necessary to integrate the lattice with the existing wall and fence panels.

CHANGE ORDER COST AND PROJECT FUNDING

Landworks Limited solicited pricing for the custom fabrication and installation of the architectural

lattice. Based on the responsive fabricator's proposal and associated engineering, Change Order No. 1 is in an amount not to exceed \$145,150.00.

Although an allowance for the architectural lattice had been contemplated within the project contingency (\$50,000) during the design process, the final cost exceeds the amount originally anticipated.

[Attachment B](#) provides the revised project-funding breakdown, including Change Order No. 1. The additional work is eligible for cost sharing with DuPage County pursuant to the existing intergovernmental agreement (IGA), subject to final quantities and the applicable cost-sharing provisions.

Based on the current cost schedule, the project may exceed the approved budget by approximately \$102,000, pending confirmation of final quantities and the County's cost-sharing contribution.

STAFF/COMMITTEE RECOMMENDATION

Staff is requesting approval of a motion authorizing a change order for the Plainfield Road Rear Wall Retaining Project at the southeast corner of Plainfield Road and Cass Ave in an amount not to exceed \$145,150.00 to Landworks Limited to fabricate and install a metal powder coated architectural lattice to be incorporated to top of the wall panels.

This item was not forward to the Municipal Services Committee as it has been ongoing update discussion with the City Council and is being brought to New Business as a Change Order.

ALTERNATE CONSIDERATION

As recommended by the City Council.

DECISION MODE

This item will be placed on the October 19, 2026 City Council, New Business agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 19th day of October 2026.**

AYES: _____

NAYS: _____

ABSENT: _____





PLAINFIELD ROAD RETAINING WALL PROJECT

25-35-4390 RET-WALL					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26-27 BUDGET	COST DETAIL	CITY EXPENDITURE	COUNTY EXPENDITURE/REINBURSEMENT
25-35-4390	LANDWORKS LIMITED	\$ 800,000.00	\$ 422,527.47	\$ 211,263.74	\$ 211,263.74
	DRAINAGE PROJECT JC LANDSCAPING	\$ 377,472.53	\$ 86,000.00	\$ 43,000.00	\$ 43,000.00
	ELECTRICAL WALL LIGHTING-COM ED	\$ 291,472.53	\$ 34,600.00	\$ 34,600.00	NON REINBURSABLE ITEM
	TREE PLANTING	\$ 256,872.53	\$ 17,288.00	\$ 8,644.00	\$ 8,644.00
	SUBURBAN CONCRETE	\$ 239,584.53	\$ 10,512.00	\$ 10,512.00	TBD FOR COST SHARING
	BROTHERS ASPHALT PAVING	\$ 229,072.53	\$ 6,671.00	\$ 6,671.00	TBD FOR COST SHARING
SUBTOTAL	N/A	N/A	\$ 577,598.47	\$ 314,690.74	\$ 262,907.74
CONTINGENCY	10%	\$ 222,401.53	\$ 57,759.85	\$ 28,879.92	\$ 28,879.92
TOTAL CONSTRUCTION COSTS WITH CONTINGENCY	N/A	\$ 164,641.68	\$ 635,358.32	\$ 343,570.66	\$ 291,787.66
	LAND ACQUISITION COMPLETED	\$ 164,641.68	\$ 63,546.00	N/A	\$ 63,546.00
	ENGINEERING ONGOING	\$ 101,095.68	\$ 52,300.00	\$ 26,150.00	\$ 26,150.00
TOTAL COSTS	25-35-4390	\$ 48,795.68	\$ 751,204.32	\$ 369,720.66	\$ 381,483.66
	BUDGET BALANCE	\$ 48,795.68			
CHANGE ORDER NO1	LANDWOKS -LATTICE		\$ 150,000.00	\$ 150,000.00	TBD FOR COST SHARING
REVISED TOTAL COSTS	25-35-4390	\$ (101,204.32)	\$ 901,204.32	\$ 519,720.66	\$ 381,483.66

Dan Gombac

From: Gabriel Pizzuto <gabriel@landworkslimited.com>
Sent: Thursday, October 15, 2026 10:13 AM
To: Dan Gombac
Subject: Fw: Fence Changes

Gabriel Pizzuto
Director of Operations

Landworks Ltd.
Landscape Architects and Contractors
14817 S. Gougar Road
Homer Glen, IL. 60491
630.759.8200 ext. 205
630.679.1358 fax
Gabriel@landworkslimited.com

***PLEASE NOTE OUR UPDATED ADDRESS**

From: Gabriel Pizzuto
Sent: Wednesday, 14 October 2026 16:09:27
To: Dan Gombac <dgombac@darienil.gov>
Cc: Doug Kuntz <DKuntz@landworkslimited.com>; Michael McCormack <michael@landworkslimited.com>
Subject: Fence Changes

Dan,

Per your request, the below are the costs for the fence changes including adding lattice, changing posts to 6x6 steel tube with flanges, and provisioning for future electrical fixtures.

Powder Coated Lattice - \$36,209
6x6 steel posts with flanges and deeper footing - \$108,944
Credit for existing fence posts - \$TBD Waiting on manufacturer

Grand Total Add - \$145,150.00

Formal proposal forthcoming.

Respectfully,

Gabriel Pizzuto
Director of Operations

Landworks Ltd.
Landscape Architects and Contractors
14817 S. Gougar Road



Pro Fence II, Inc.
433 Denniston Court
Wheeling, IL 60090
P 847-541-2198 F 847-520-4885
profence2000@gmail.com

(v1)

P3508-SUB00003

9/12/2026

Project	ID
P3508 Plainfield Rd Retaining Wall Replacement - Darien, IL	P3508-SUB00003

Contact	Address
Doug Kuntz Phone: (630) 759-8200 Email: dkuntz@landworkslimited.com Landworks LTD	1702 Plainfield Road Darien, IL 60561-5044

Account

Landworks, Ltd.

Subject

Side Profile of Molded Fence with Ornamental Top

Body

Details:

- This shows a side profile view of the fence section and the ornamental top.
- The initial 8' tall fence consists of (2) 4' tall panels stacked one on top of another. The top 2' is the ornamental fence section.
- We will have to reduce the post embedment, in order to raise the posts long enough for the mounting of the ornamental section.
- The Footing is 14" x 48" with a SonoTube.
- The 10' overall height of the fence will reduce the post embedment to approx 24".

Fence Section Details:

- Type: Ornamental Steel
- Style: (3-Rail) (Flush Top / Through Picket Bottom)
- Top Rail: 1/2" x 1-1/2" Bar Channel
- Mid / Bottom Rail: 1/2" x 1-1/2" Punched Channel
- Pickets: 1/2" SQ 16ga Tube w/ Approx. 3-1/4" Air Space

Additional Details:

- ALL ORNAMENTAL SECTION MATERIALS TO BE PRIMED & PAINTED GLOSS BLACK.

Client Stamp

Construction Manager

Architect

Other

NOTE:

- COLOR SHOWN IS JUST
FOR GENERAL VISUAL
PURPOSES. ACTUAL COLOR
WILL VARY.

Approved by Tom Filip
09/30/2026 12:20:06 PM

Approved by Tom Filip
10/13/2026 1:03:19 PM



Project:

- P3508
- Plainfield Rd Retaining Wall

Contractor:

- Landworks

Detail:

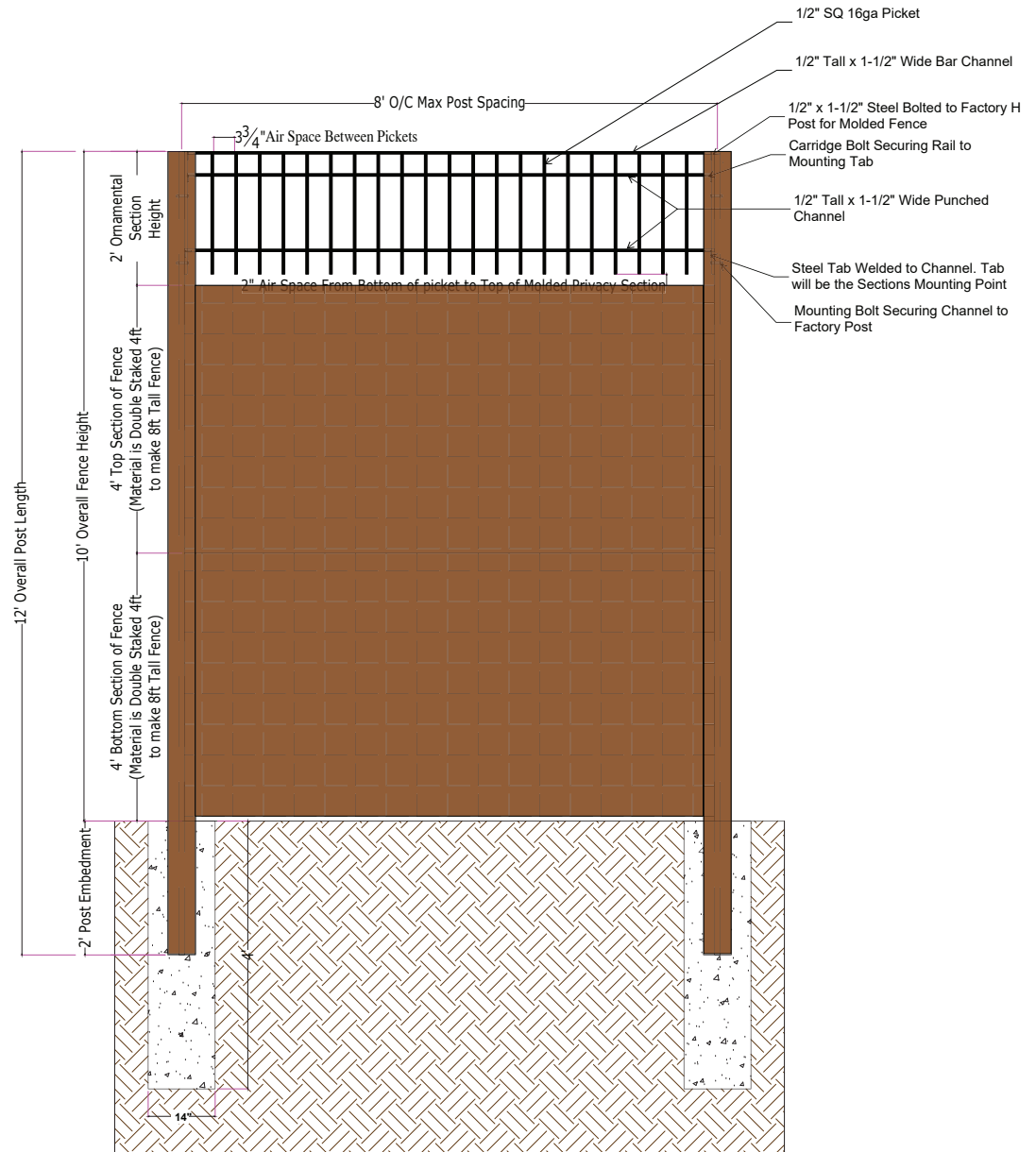
- Side View of Molded Fence w/
Ornamental Top

Notes:

- All Ornamental materials to be
primed and painted Gloss Black.

NOTE:
- COLOR SHOWN IS JUST FOR GENERAL VISUAL PURPOSES. ACTUAL COLOR WILL VARY.

Approved by Tom Filip
10/13/2026 1:02:48 PM



CITY OF DARIEN

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

I. PURPOSE OF RULES.

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

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

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

III. RULES GOVERNING PUBLIC COMMENT.

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

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

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

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

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

itself and shall not turn to address the audience.

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

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

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

IV. PUBLIC HEARING REQUIREMENTS.

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

Approved by a Motion on November 17, 2014

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

I. Purpose

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

II. Policy

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

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

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

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

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