

RESOLUTION 2018-137

PASSED: OCTOBER 8, 2018

**AUTHORIZING AN AGREEMENT WITH JOHN GROTTO FOR SERVICES AS ADMINISTRATIVE HEARING OFFICER FOR THE CITY OF DEKALB.**

**WHEREAS**, the City of DeKalb conducts administrative hearings pursuant to Chapter 17 of the City Code and applicable provisions of Illinois law; and

**WHEREAS**, the City presently utilizes the services of John Grotto as the City's administrative hearing officer, and the City Council has determined that it is appropriate to continue said services;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:**

**Section 1:** The City Council hereby ratifies the Agreement attached hereto as Exhibit A, and authorizes the Mayor to execute an Amendment thereto providing for the following revised terms and conditions:

1. The per-hearing cost shall remain at \$375 per hearing, with such cost increasing each calendar year by an amount equivalent to the percentage increase in the Consumer Price Index (CPI) for all urban consumers in the Chicago-Naperville-Elgin area.
2. The City may schedule hearings on a weekly, bi-weekly or monthly basis, or as otherwise required for the orderly conduct of regularly scheduled and emergency hearings.
3. The date and time of hearings shall be as determined by agreement between the Hearing Officer, City Manager, City Attorney, Chief of Police and Community Development Director.

**Section 2:** That the City Clerk of the City of DeKalb, Illinois be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

**PASSED BY THE CITY COUNCIL** of the City of DeKalb, Illinois at a Regular meeting thereof held on the 8<sup>th</sup> day of October, 2018, and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Jacobson, Finucane, Marquardt, Fagan, Noreiko, Verbic, Faivre, Smith. Nay: None.

**ATTEST:**

  
LYNN A. FAZEKAS, City Clerk



  
JERRY SMITH, Mayor

**FIRST AMENDMENT TO  
AGREEMENT BETWEEN  
THE CITY OF DEKALB AND JOHN J. GROTTO**

**WHEREAS**, the City of DeKalb (hereinafter referred to as "City") wishes to retain John J. Grotto (hereinafter referred to as "Grotto") to provide legal services as the Administrative Hearing Officer for the City in its efforts to more efficiently and cost-effectively process its parking, licensing, code enforcement and non-moving traffic violations; and

**WHEREAS**, Grotto has received training and certification as a municipal hearing officer in accordance with the requirements of Chapter 17 of the Municipal Code of the City and applicable state laws; and

**WHEREAS**, the City and Grotto have previously entered into an agreement providing for the provision of such services and hereby wish to amend the same; and,

**WHEREAS**, in return for payment as set forth herein, Grotto agrees to act as the Administrative Hearing Officer for the City and to carry out to the best of his abilities all of the duties imposed upon that office in the ordinances and Municipal Code of the City of DeKalb and the statutes of the State of Illinois; now,

**THEREFORE, BE IT RESOLVED**, the Parties acknowledge that the statements and representations contained in the foregoing recitals are true and accurate and such recitals are hereby incorporated into this Agreement as if fully set forth herein.

**INCORPORATION OF PRIOR AGREEMENT**

The Parties acknowledge the previous approval of Grotto's current agreement, which shall remain in full force and effect except as modified herein.

**TERM OF AGREEMENT**

This Agreement shall be in full force and effect for the period following its execution and continuing thereafter until terminated. This agreement may be terminated at any time by either party by giving written notification to the other party at least thirty (30) days in advance.

**COMPENSATION**

Grotto shall be paid a fee of Three Hundred Seventy-Five and No/100 Dollars (\$375.00), for up to and including three (3) hours of legal services per hearing (with a separate fee due for each date of hearing). For any time over the said three (3) hours of legal services per hearing, Grotto shall be paid at an hourly rate of One Hundred and No/100 Dollars (\$100.00), for which Grotto shall provide a monthly statement to the City. Grotto agrees that he shall not bill the City for any time spent in traveling to or from the City. Billings shall be paid within thirty (30) days of their receipt by the City. The costs contemplated herein shall be annually adjusted by an

amount equivalent to the positive increase, if any, in the Consumer Price Index for all urban consumers in the Chicago-Naperville-Elgin area.

**GENERAL PROVISIONS**

A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Grotto.

B. This Agreement shall become effective upon its execution.

C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

LAW OFFICES OF JOHN J. GROTTO



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John J. Grotto

CITY OF DEKALB



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Jerry Smith, Mayor