

Visit the City of Darien [YouTube channel](#) to view the meeting live.

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

August 1, 2022

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 — [July 18, 2022](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [22-23-07](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business

16. Consent Agenda
 - A. Consideration of a Motion to Approve a Resolution [Authorizing the Purchase of \(7\) 40mm Less Lethal Launchers, \(42\) 40mm Rounds and \(1\) Reloadable Training Kit](#) from Ray O'Herron Using Department of Justice Award Money in the Amount of \$10,452
 - B. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of \(17\) Rock River M4 Rifle Upper Receivers](#) from Rock River Arms Using Department of Justice Award Money in the Amount of \$6,494.00
 - C. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Property Owned by the City of Darien](#)

17. New Business
 - A. Consideration of a Motion to Approve a Resolution Accepting a Proposal From AIS, Inc. for the [Purchase and Install of a Larger Barracuda Message Archiver 350](#) in an Amount not to Exceed \$10,600
 - B. Consideration to Approve an [Ordinance Amending Section 3-3-7-16\(C\)](#) of the Darien City Code
 - C. Consideration to Approve an [Ordinance Amending Section 3-3-7-1\(C\)](#) of the Darien City Code
 - D. Consideration of a Motion to Approve a Resolution Accepting a Proposal for the [Purchase of One New Radiodetection RX 8200 Receiver Utility Line Locator](#) from Subsurface Solutions, in an Amount not to Exceed \$8,829
 - E. Consideration of a Motion to Approve a Resolution to Enter into a Contract Agreement with Morton Salt, Inc. for the [Purchase of Rock Salt](#) in an Amount not to Exceed \$207,759
 - F. Consideration of a Motion to Approve a Resolution for the [Required Balance Purchase of the 21/22 Rock Salt Contract Agreement](#) with Compass Minerals in an Amount not to Exceed \$51,924
 - G. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute an [Intergovernmental Agreement between the City of Darien and Center Cass School District #66 for the Rock Salt](#)
 - H. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute an [Intergovernmental Agreement between the City of Darien and the Darien Park District for Rock Salt](#)

18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**

19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE JULY 18, 2022 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:18 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

July 18, 2022

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 7:30P.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
	Thomas M. Chlystek	Mary Coyle Sullivan
	Joseph A. Kenny	Lester Vaughan

Absent: Eric K. Gustafson

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

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

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

There were none.

6. **APPROVAL OF MINUTES** – June 20, 2022

It was moved by Alderman Kenny and seconded by Alderman Belczak to approve the minutes of the City Council Meeting of June 20, 2022.

Roll Call:	Ayes:	Belczak, Chlystek, Kenny, Sullivan, Vaughan
	Abstain:	Schauer
	Nays:	None
	Absent:	Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Chlystek received communication from John Yurchak inquiring about the installation of no parking signs along the 7500 block of Farmingdale Drive fronting Farmingdale Apartments. Director Gombac responded and recommended Police Department enforcement and/or notification by management office that street parking is not allowed between 2:00-6:00 A.M.

Alderman Kenny received communication from Fred Wilson regarding rear-yard drainage project, which is on the agenda under New Business.

MAYORS REPORT

Mayor Marchese commented that the first City of Darien concert was held on June 30, with more than 300 attendees. The next concert will be held on July 28 at 6:00 P.M. in the North parking lot of Carriage Greens Country Club; “The Mix” will be providing the entertainment. He explained suggested changes will enhance future concerts and encouraged all to attend.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

The next “Darien Connections” newsletter was sent to the printer with distribution in August.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

B. MUNICIPAL SERVICES

Director Gombac commented that elected officials received an email invitation to “test” the process of scheduling an appointment with M.E. Simpson for water meter replacement. He explained the importance of checking shut-off valves to determine if replacement is required; Calumet City Plumbing will replace valves at a fair cost.

Aldерwoman Sullivan requested an update on the delay of road projects. Director Gombac stated the strike is still affecting aggregate material, which has caused a delay in completion of road programs. To date, no new contract is in place.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 22-23-05

It was moved by Alderman Schauer and seconded by Aldерwoman Sullivan to approve payment of Warrant Number 22-23-05 in the amount of \$611,327.50 from the enumerated funds and \$297,291.46 from payroll funds for the period ending 06/30/22 for a total to be approved of \$908,618.96.

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. WARRANT NUMBER 22-23-06

It was moved by Alderman Kenny and seconded by Alderman Schauer to approve payment of Warrant Number 22-23-06 in the amount of \$940,195.79 from the enumerated funds and \$296,658.62 from payroll funds for the period ending 07/14/22 for a total to be approved of \$1,236,854.41.

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairman Sullivan announced the Administrative/Finance Committee meeting is scheduled for August 1, 2022 at 6:00 P.M. She stated the Economic Development Committee meeting is scheduled for August 4, 2022 at 7:00 P.M.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting has been rescheduled to August 1, 2022 at 6:00 P.M.

Police Committee – Chairman Kenny stated the minutes of the June 20, 2022 meeting were approved and submitted to the Clerk’s Office. He announced the Police Committee meeting is scheduled for August 15, 2022 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

- A. **CONSIDERATION OF A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE CLASS “J” TEMPORARY LIQUOR LICENSE FOR THE DARIEN LIONS CLUB**
- B. **ORDINANCE NO. O-12-22** **AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN**
- C. **RESOLUTION NO. R-48-22** **A RESOLUTION AUTHORIZING THE PURCHASE OF CONSULTING SERVICES FROM MP PREPAREDNESS CONSULTING INC. FOR THE PURPOSE OF UPDATING THE CITY OF DARIEN EMERGENCY OPERATIONS PLAN (EOP) IN THE AMOUNT OF \$11,550.00**
- D. **CONSIDERATION OF A MOTION TO GRANT APPROVAL FOR AN EXISTING ENCLOSURE AND CHICKEN COOP (2022HEN-01: 1938 MANNING ROAD)**
- E. **ORDINANCE NO. O-13-22** **AN ORDINANCE GRANTING A SERIES OF VARIATIONS TO ALLOW THE CONSTRUCTION OF AN ELECTRONIC MESSAGE BOARD SIGN (PZC2022-02: FIRST AMERICAN BANK, 2013 75TH STREET)**
- F. **RESOLUTION NO. R-49-22** **A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW SNAP-ON MECHANICS TOOLBOX AWARDED TO SNAP-ON INDUSTRIAL, IN AN AMOUNT NOT TO EXCEED \$14,718.34**
- G. **RESOLUTION NO. R-50-22** **A RESOLUTION ACCEPTING A PROPOSAL FROM ATS (ASSOCIATED TECHNICAL SERVICES LTD.) FOR 2 (TWO) FCS MODEL S-30 ULTRASONIC LEAK SURVEYOR LISTENING UNITS IN AN AMOUNT NOT TO EXCEED \$10,575.00**
- H. **RESOLUTION NO. R-51-22** **A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FROM LANGTON NURSERY & LANDSCAPE SUPPLY INC. DBA LANGTON GROUP THE PURCHASE AND INSTALLATION OF THE 50/50 PARKWAY TREE PROGRAM AND**

THE PARKWAY TREE REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$31,000.00

I. RESOLUTION NO. R.-52-22 **A RESOLUTION ACCEPTING A PROPOSAL FROM CORE AND MAIN FOR THE INFRAMAP SOFTWARE-METER WORK ORDER SOFTWARE IN AN AMOUNT NOT TO EXCEED \$10,475.00**

J. RESOLUTION NO. R-53-22 **A RESOLUTION ACCEPTING A PROPOSAL FROM AIS, INC. FOR THE HARDWARE, SOFTWARE, LICENSING AND PROGRAMMING TO INTEGRATE THE DIGITAL CONVERSION PROJECT WITH TKB ASSOCIATES, INC., LASERFISCHE HARDWARE AND SOFTWARE IN AN AMOUNT NOT TO EXCEED \$4,139.00**

K. RESOLUTION NO. R-54-22 **A RESOLUTION ACCEPTING A PROPOSAL FROM TKB ASSOCIATES, INC., FOR THE DIGITAL FORMATTING HARDWARE, SOFTWARE, LICENSING AND SCANNING OF SUBDIVISION INFRASTRUCTURE PLANS AND CRITICAL FILES INTO A DIGITAL FORMAT IN AN AMOUNT NOT TO EXCEED \$16,751.00**

L. RESOLUTION NO. R-55-22 **A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR THE AILSWORTH FLOOD MITIGATION PROJECT**

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

17. NEW BUSINESS

A. CONSIDERATION OF A MOTION TO APPROVE THE EXPENDITURE OF BUDGETED FUNDS, LINE ITEM 01-40-4325 CONSULTING/PROFESSIONAL SERVICES FOR A ONE-YEAR LAW ENFORCEMENT POLICY MANUAL UPDATE SUBSCRIPTION FROM LEXIPOL, LLC IN THE AMOUNT OF \$9,383.42

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

Chairman Kenny noted item passed Police Committee vote 3-0; he explained expenditure will save the City money.

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION AUTHORIZING THE FOLLOWING PRIVATE PROPERTY REAR YARD STORM WATER MANAGEMENT ASSISTANCE PROJECTS-(ROUND 2) FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$119,525.00-CITY COST SHARING PORTION \$62,500.00

1. PROJECT FYE23-C – 924, 936 67TH ST AND 914, 918, 922 WINDMERE CT. IN AN AMOUNT NOT TO EXCEED \$12,219, (CITY COST \$8,414 RESIDENT REIMBURSEMENT \$3,805)
2. PROJECT FYE23-G – 7310-7314 EXNER RD. AND 7313 SUMMIT RD. IN AN AMOUNT NOT TO EXCEED \$19,920, (CITY COST \$14,190 RESIDENT REIMBURSEMENT \$5,730)
3. PROJECT FYE23-J - 3397-3457 DROVER LN. AND 3396-3420 GILBERT CT. IN AN AMOUNT NOT TO EXCEED \$15,234, (CITY COST \$10,675 RESIDENT REIMBURSEMENT \$4,559)
4. PROJECT FYE23-L – 8501-03-05-07-09-11-13 HEMLOCK LN. IN AN AMOUNT NOT TO EXCEED \$44,848, (CITY COST \$25,229 RESIDENT REIMBURSEMENT \$19,619)
5. PROJECT FYE23-M – 610 71ST ST. IN AN AMOUNT NOT TO EXCEED \$13,419, (CITY COST \$9,313 RESIDENT REIMBURSEMENT \$4,106)

6. PROJECT FYE23-Q – 7529-33 COMSTOCK LN AND 7530-34 NANTUCKET DR. IN AN AMOUNT NOT TO EXCEED \$11,803, (CITY COST \$8,103 RESIDENT REIMBURSEMENT \$3,700)
7. PROJECT FYE23-S - 7217,7221,7225,7229 EMERSON DR. AND 7218,7222,7226,7230 WHITTIER DR. IN AN AMOUNT NOT TO EXCEED \$14,223, (CITY COST \$9,917 RESIDENT REIMBURSEMENT \$4,306)
8. PROJECT FYE23-Y – 1813 71ST ST. IN AN AMOUNT NOT TO EXCEED \$4,823, (CITY COST \$3,823 RESIDENT REIMBURSEMENT \$1,000)
9. PROJECT FYE23-CC - 7718-22-26-30-34 STEVENS ST. AND 7725-29-33 WILLIAMS ST. IN AN AMOUNT NOT TO EXCEED \$23,906, (CITY COST \$12,664 RESIDENT REIMBURSEMENT \$11,242)
10. PROJECT FYE23-II – 8404 & 8418 DAWN LN. IN AN AMOUNT NOT TO EXCEED \$7,492, (CITY COST \$2,995 RESIDENT REIMBURSEMENT \$4,497)
11. PROJECT FYE-23-KK – 2449-2501-2509 GREEN VALLEY RD. AND 7840 WAKEFIELD DR. IN AN AMOUNT NOT TO EXCEED \$19,938, (CITY COST \$14,203 RESIDENT REIMBURSEMENT \$5,734)

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

Alderman Kenny commented that although the item was discussed in Work Session as being over budget, the expense will affect eleven residents' property.

Mayor Marchese stated these projects improve personal property and improve the City of Darien.

RESOLUTION NO. R-56-22

A RESOLUTION AUTHORIZING THE FOLLOWING PRIVATE PROPERTY REAR YARD STORM WATER MANAGEMENT ASSISTANCE PROJECTS-(ROUND 2) FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$119,525.00-CITY COST SHARING PORTION \$62,500.00

1. PROJECT FYE23-C – 924, 936 67TH ST AND 914, 918, 922 WINDMERE CT. IN AN AMOUNT NOT TO EXCEED \$12,219, (CITY COST \$8,414 RESIDENT REIMBURSEMENT \$3,805)
2. PROJECT FYE23-G – 7310-7314 EXNER RD. AND 7313 SUMMIT RD. IN AN AMOUNT NOT TO EXCEED \$19,920, (CITY COST \$14,190 RESIDENT REIMBURSEMENT \$5,730)

3. PROJECT FYE23-J - 3397-3457 DROVER LN. AND 3396-3420 GILBERT CT. IN AN AMOUNT NOT TO EXCEED \$15,234, (CITY COST \$10,675 RESIDENT REIMBURSEMENT \$4,559)
4. PROJECT FYE23-L - 8501-03-05-07-09-11-13 HEMLOCK LN. IN AN AMOUNT NOT TO EXCEED \$44,848, (CITY COST \$25,229 RESIDENT REIMBURSEMENT \$19,619)
5. PROJECT FYE23-M - 610 71ST ST. IN AN AMOUNT NOT TO EXCEED \$13,419, (CITY COST \$9,313 RESIDENT REIMBURSEMENT \$4,106)
6. PROJECT FYE23-Q - 7529-33 COMSTOCK LN AND 7530-34 NANTUCKET DR. IN AN AMOUNT NOT TO EXCEED \$11,803, (CITY COST \$8,103 RESIDENT REIMBURSEMENT \$3,700)
7. PROJECT FYE23-S - 7217,7221,7225,7229 EMERSON DR. AND 7218,7222,7226,7230 WHITTIER DR. IN AN AMOUNT NOT TO EXCEED \$14,223, (CITY COST \$9,917 RESIDENT REIMBURSEMENT \$4,306)
8. PROJECT FYE23-Y - 1813 71ST ST. IN AN AMOUNT NOT TO EXCEED \$4,823, (CITY COST \$3,823 RESIDENT REIMBURSEMENT \$1,000)
9. PROJECT FYE23-CC - 7718-22-26-30-34 STEVENS ST. AND 7725-29-33 WILLIAMS ST. IN AN AMOUNT NOT TO EXCEED \$23,906, (CITY COST \$12,664 RESIDENT REIMBURSEMENT \$11,242)
10. PROJECT FYE23-II - 8404 & 8418 DAWN LN. IN AN AMOUNT NOT TO EXCEED \$7,492, (CITY COST \$2,995 RESIDENT REIMBURSEMENT \$4,497)
11. PROJECT FYE-23-KK - 2449-2501-2509 GREEN VALLEY RD. AND 7840 WAKEFIELD DR. IN AN AMOUNT NOT TO EXCEED \$19,938, (CITY COST \$14,203 RESIDENT REIMBURSEMENT \$5,734)

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

C. CONSIDERATION OF A MOTION TO AUTHORIZE AN EXTENSION OF THE 2022 ROADSIDE DITCH MAINTENANCE PROJECTS FOR THE BLOCK OF 6925-7001 HIGH ROAD IN AN AMOUNT NOT TO EXCEED \$153,000.00

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

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

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

Alderwoman Sullivan...

...announced the new 988 Suicide & Crisis Lifeline launched nationally last week. She commented on the importance of creating awareness and sharing the number with those in need.

...added the remaining Darien Rocks the Greens summer concerts will be held on the last Thursday of July and August. Minor improvements will be made to make attendance even more enjoyable.

...stated Our Lady of Mount Carmel Food Pantry appreciated donation of canned goods collected at the last concert; collection will take place at the next two concerts.

Alderman Kenny stated the daughter of Greg Boltz, Downers Grove Township Assessor, passed away; he asked all to keep the Boltz family in their thoughts and prayers.

Mayor Marchese commented that he sent a letter to Nancy Rotering, Mayor of Highland Park, regarding our thoughts and prayers. He asked all to keep the community of Highland Park in their prayers and to understand that what happened there can happen anywhere at any time.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 7:56 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 7-18-22. Minutes of 7-18-22 CCM.



CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
August 1, 2022**

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			\$179,901.29
Water Fund			\$8,254.92
Motor Fuel Tax Fund			\$8,071.73
Water Depreciation Fund			\$83,800.00
Special Service Area Tax Fund			
Stormwater Management Fund			
E-Citation Fund			
Capital Improvement Fund			173,667.51
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund			
DUI Technology Fund			
		Subtotal:	<u>\$453,695.45</u>
General Fund Payroll	07/28/22	\$	244,856.24
Water Fund Payroll	07/28/22	\$	33,669.87
		Subtotal:	<u>\$ 278,526.11</u>
Total to be Approved by City Council:			<u>\$ 732,221.56</u>

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

*General Fund
Administration*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	CLOUD HOSTING- JULY 2022	AP080122	4325	Consulting/Professional	15.50
AIS	COMPUTER UPGRADE	AP080122	4325	Consulting/Professional	931.89
COMCAST BUSINESS	CABLE TV FOR CITY HALL (7-23-22 thru 8-22-22)	AP080122	4267	Telephone	42.00
GOVTEMPSUSA LLC	VANA (7-3-22)	AP080122	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (7-10-22)	AP080122	4325	Consulting/Professional	3,415.38
IMPACT NETWORKING, LLC	HP OVRAGE (6-18-22 thru 7-17-22) PUBLIC WORKS	AP080122	4225	Maintenance - Equipment	42.70
IMPACT NETWORKING, LLC	KYOCERA AGREEMENT-CH	AP080122	4225	Maintenance - Equipment	51.00
IMPACT NETWORKING, LLC	HP AGREEMENT-PW	AP080122	4225	Maintenance - Equipment	51.00
INLAND ARTS & GRAPHICS	POSTAGE FOR NEWLETTER	AP080122-2	4239	Public Relations	1,817.09
INLAND ARTS & GRAPHICS	POSTAGE FOR NEWLETTER	AP080122-3	4239	Public Relations	1,817.09
INLAND ARTS & GRAPHICS	CREDIT FOR VOIDED CK 059898	APCREDIT080122	4239	Public Relations	(1,817.09)
O DELSON, STERK, MURPHY, FRAZIER &	LEGAL SERVICES- JUNE 2022	AP080122	4219	Liability Insurance	55.00
ODP BUSINESS SOLUTIONS	TONER AND OFFICE SUPPLIES FOR CITY HALL	AP080122	4253	Supplies - Office	<u>825.89</u>
				Total Administration	10,662.83

CITY OF DARIEN
 Expenditure Journal
 From 7/19/2022 Through 8/1/2022

*General Fund
 City Council*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALKAYE MEDIA GROUP	VIDEO TECH SUPPORT- COUNCIL MEETINGS	AP080122	4206	Cable Operations	225.00
METROPOLITAN MAYORS CAUCUS	METROPOLITAN MAYORS CAUCUS MEMBERSHIP DUES-2022	AP080122	4213	Dues and Subscriptions	<u>990.50</u>
				Total City Council	1,215.50

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

*General Fund
Community Development*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	7301 DEV W/FLOODPLAIN- OUTLINE PERMIT REQUIREMENTS	AP080122	4328	Conslt/Prof Reimbursable	197.00
CHRISTOPHER B. BURKE ENG, LTD	2ND REVIEW OF PRELIMINARY SITE PLAN	AP080122	4328	Conslt/Prof Reimbursable	210.00
ODELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES- JUNE 2022	AP080122	4219	Liability Insurance	<u>1,375.00</u>
				Total Community Development	1,782.00

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

*General Fund
Public Works, Streets*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1041 S FRONTAGE RD	AP080122	4223	Maintenance - Building	203.43
ALTA CONSTRUCTION EQUIPMENT IL	TIRE FOR KUBOTA	AP080122	4229	Maintenance - Vehicles	501.20
CHRISTOPHER B. BURKE ENG, LTD	TRAFFIC CALMING OPTIONS- 67TH	AP080122	4375	Tree Trim/Removal	394.00
CINTAS #769	MATT RENTAL- PUBLIC WORKS	AP080122	4223	Maintenance - Building	12.03
CINTAS #769	MATT RENTAL -POLICE DEPT	AP080122	4223	Maintenance - Building	56.89
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW 7-14-22	AP080122	4219	Liability Insurance	126.70
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW 5-19-22	AP080122	4219	Liability Insurance	107.18
COM ED	COM ED 0788310001 1041 S FRONTAGE	AP080122	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN	AP080122	4219	Liability Insurance	36.34
FORTIS GROUND WERKS	TROUGH DRAIN / 2 CONCRETE POURS - PUBLIC WORKS	AP080122	4223	Maintenance - Building	9,500.00
GOLDY LOCKS, INC.	PW MAN DOOR	AP080122	4223	Maintenance - Building	3,050.00
GRAINGER	FULL BODY SAFETY HARNESS	AP080122	4219	Liability Insurance	419.63
GRAINGER	HAND SOAP	AP080122	4223	Maintenance - Building	266.10
JC LANDSCAPING/TREE SERVICE	PIPE FOR DRAINAGE PROJECT-7530 NANTUCKET DR	AP080122	4374	Drainage Projects	5,392.00
JC LANDSCAPING/TREE SERVICE	DRAINAGE PROJECT- 1813 71ST ST 7-17-22	AP080122	4374	Drainage Projects	3,743.00
JX ENTERPRISES INC	SHAFT /STEERING DRIVE (2) FOR SHOP	AP080122	4229	Maintenance - Vehicles	788.40

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

JX ENTERPRISES INC	SHAFT STEERING DRIVE FOR #105	AP080122	4229	Maintenance - Vehicles	394.20
KAMAN FLUID POWER LLC	STOCK HOSES	AP080122	4229	Maintenance - Vehicles	25.38

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

*General Fund
Public Works, Streets*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
LAKWOOD PAVING COMPANY	CITY LANDSCAPE MAINTENANCE	AP080122	4350	Forestry	4,948.83
LAWSON PRODUCTS INCORPORATED	MECHANIC TOOLS	AP080122	4225	Maintenance - Equipment	75.14
NORWALK TANK	MISC DRAINAGE SUPPLIES	AP080122	4257	Supplies - Other	1,230.46
NORWALK TANK	BARREL, RINGS, COVER FOR DRAINAGE PROJECTS	AP080122	4374	Drainage Projects	324.80
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN	AP080122	4219	Liability Insurance	43.00
PRO CHEM INC	CLEANING SUPPLIES	AP080122	4257	Supplies - Other	447.24
RAGS ELECTRIC	VARIOUS STREET LIGHT OUTAGES	AP080122	4359	Street Light Oper & Maint.	1,818.30
RAGS ELECTRIC	STREET LIGHT - 2068 GREEN VALLEY RD	AP080122	4359	Street Light Oper & Maint.	883.45
RAGS ELECTRIC	STREET LIGHT CABLE REPAIR- 1700 WILDWOOD LANE	AP080122	4359	Street Light Oper & Maint.	1,344.62
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	AP080122	4223	Maintenance - Building	80.31
WASTE MANAGEMENT SERVICES	DUMPING SOIL	AP080122	4223	Maintenance - Building	298.60
WASTE MANAGEMENT SERVICES	LATE FEE ON INV 56554	AP080122	4223	Maintenance - Building	7.47
WESTOWN AUTO SUPPLY COMPANY	DEEP CYCLE	AP080122	4225	Maintenance - Equipment	145.00
WILLOWBROOK FORD, INC.	SPARK PLUG FOR 502	AP080122	4229	Maintenance - Vehicles	96.40
WILLOWBROOK FORD, INC.	SHAFT ASY FOR 404	AP080122	4229	Maintenance - Vehicles	<u>450.00</u>
Total Public Works, Streets					37,266.19

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

*General Fund
Police Department*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- POLICE DEPT	AP080122	4219	Liability Insurance	79.34
DOLAN CONSULTING GROUP	L2242-0722-0072-0072 JASON NORTON	AP080122	4263	Training and Education	390.00
DOUG RUMICK	COPAY (4-21-22)	AP080122	4219	Liability Insurance	20.00
DOUG RUMICK	COPAY (4-26-22)	AP080122	4219	Liability Insurance	20.00
DOUG RUMICK	MEALS- FBI SCHOOL	AP080122	4265	Travel/Meetings	161.17
DU-COMM	QUARTERLY SHARES- (Aug 1, 2022 thru Oct 31, 2022)	AP080122	4325	Consulting/Professional	102,694.25
DU-COMM	OWNING /OPERATING COSTS- (Aug 1, 2022 thru Oct 31, 2022)	AP080122	4325	Consulting/Professional	4,837.17
IL SECRETARY OF STATE	REGISTRATION RENEWAL D37	AP080122	4229	Maintenance - Vehicles	151.00
IL SECRETARY OF STATE	REGISTRATION RENEWAL D38	AP080122	4229	Maintenance - Vehicles	151.00
ILHIA	ILHIA ANNUAL TRAINING CONFERENCE- (Skweres)	AP080122	4263	Training and Education	250.00
ILHIA	ILHIA ANNUAL TRAINING CONFERENCE- (Dollins)	AP080122	4263	Training and Education	250.00
ILHIA	ILHIA ANNUAL TRAINING CONFERENCE- (Hellmann)	AP080122	4263	Training and Education	250.00
KAESER & BLAIR INCORPORATED	WRISTBAND GIVE AWAYS FOR NATIONAL NIGHT OUT	AP080122	4239	Public Relations	1,372.50
KIESLER POLICE SUPPLY COMPANY	RANGE AMMUNITION	AP080122	4217	Investigation and Equipment	3,763.20
KING CAR WASH	CAR WASHES- JUNE 2022	AP080122	4229	Maintenance - Vehicles	375.00

CITY OF DARIEN
 Expenditure Journal
 From 7/19/2022 Through 8/1/2022

MCKESSON MEDICAL-SURGICAL GOVT	AED BATTERIES	AP080122	4219	Liability Insurance	384.21
NORTHEAST MULTIREGIONAL TRNG	CLOSE QUARTER	AP080122	4263	Training and Education	300.00
	HANDGUN SKILLS LEVEL 1				

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

*General Fund
Police Department*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NORTHWESTERN UNIVERSITY	SCHOOL OF POLICE STAFF & COMMAND	AP080122	4263	Training and Education	4,300.00
ODELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES- JUNE 2022	AP080122	4219	Liability Insurance	3,355.00
POMP'S TIRE SERVICE, INC.	TIRES	AP080122	4229	Maintenance - Vehicles	2,614.92
POMP'S TIRE SERVICE, INC.	TIRES FOR TAURUS	AP080122	4229	Maintenance - Vehicles	1,862.44
RAY O'HERRON CO. INC.	KRAUS- START UP UNIFORM	AP080122	4269	Uniforms	156.98
TKB ASSOCIATES INC	LASERFISCHE ANNUAL MAINT/SUPPORT RENEWAL	AP080122	4225	Maintenance - Equipment	642.00
VILLAGE OF LEMONT	RANGE RENTAL FEE (6-16-22)	AP080122	4243	Rent - Equipment	100.00
WILLOWBROOK FORD, INC.	BRAKE LINING FOR POLICE DEPT	AP080122	4229	Maintenance - Vehicles	97.25
WILLOWBROOK FORD, INC.	HOSE, WINDSHIELD, JET	AP080122	4229	Maintenance - Vehicles	92.82
WILLOWBROOK FORD, INC.	HOSE, WINDSHIELD	AP080122	4229	Maintenance - Vehicles	51.18
WILLOWBROOK FORD, INC.	KIT-JET	AP080122	4229	Maintenance - Vehicles	8.18
WILLOWBROOK FORD, INC.	KIT-BRAKE LINING FOR D37	AP080122	4229	Maintenance - Vehicles	49.99
WILLOWBROOK FORD, INC.	KIT-BRAKE LINING FOR PD	AP080122	4229	Maintenance - Vehicles	49.99
WILLOWBROOK FORD, INC.	WHEEL ASY AND SENSOR FOR D4	AP080122	4229	Maintenance - Vehicles	<u>145.18</u>
				Total Police Department	<u>128,974.77</u>
				Total General Fund	179,901.29

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

*Water Fund
Public Works, Water*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1041 S FRONTAGE RD	AP080122	4223	Maintenance - Building	203.43
ALEXANDER CHEMICAL CORPORATION	SOD HYP 12.5%	AP080122	4255	Supplies - Operation	382.80
ALEXANDER CHEMICAL CORPORATION	FUEL SURCHARGE	AP080122	4255	Supplies - Operation	75.48
CINTAS #769	MATT RENTAL- PUBLIC WORKS	AP080122	4223	Maintenance - Building	12.03
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW 7-14-22	AP080122	4219	Liability Insurance	126.70
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW 5-19-22	AP080122	4219	Liability Insurance	107.17
DUPAGE COUNTY PUBLIC WORKS	VACUUM WASTE DISPOSAL (Nov 1, 2021 thru June 30, 2022)	AP080122	4231	Maintenance - Water System	3,240.00
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN	AP080122	4219	Liability Insurance	72.68
HACH COMPANY	MAINTENANCE AGREEMENT- CL17 ANALYZER	AP080122	4231	Maintenance - Water System	3,000.00
KARA COMPANY, INC.	SHOVELS AND SPADES	AP080122	4231	Maintenance - Water System	355.12
LAWSON PRODUCTS INCORPORATED	HYDRANT PARTS	AP080122	4231	Maintenance - Water System	<u>679.51</u>
				Total Public Works, Water	<u>8,254.92</u>
				Total Water Fund	8,254.92

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

*Motor Fuel Tax
MFT Expenses*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AEP ENERGY	COM ED 3017243647 75TH ST LEGS STREET LGT /CASS	AP080122	4840	Street Lights	103.05
AEP ENERGY	COM ED 3017243669 2510 ABBEY DR	AP080122-2	4840	Street Lights	860.14
COM ED	STREET LIGHTS	AP080122	4840	Street Lights	4,361.27
VULCAN CONSTRUCTION MATERIALS	STONE	AP080122	4245	Road Material	<u>2,747.27</u>
				Total MFT Expenses	<u>8,071.73</u>
				Total Motor Fuel Tax	8,071.73

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

*Water Depreciation Fund
Depreciation Expenses*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CORE & MAIN	METER REPLACEMENT	AP080122	4390	Capital Improv-Infrastructure	51,544.00
CORE & MAIN	METER REPLACEMENT SUPPLIES	AP080122	4390	Capital Improv-Infrastructure	<u>32,256.00</u>
				Total Depreciation Expenses	<u>83,800.00</u>
				Total Water Depreciation Fund	83,800.00

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

*Capital Improvement Fund
Capital Fund Expenditures*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	DITCH PROJECT: ELEANOR PL 7-15-22	AP080122	4376	Ditch Projects	1,230.00
119TH STREET MATERIALS	DITCH PROJECT: BENTLEY AVE (6-6-22 thru 6-10-22)	AP080122	4376	Ditch Projects	4,592.00
CHRISTOPHER B. BURKE ENG, LTD	SIDEWALKS - CLARENDON HILLS RD (67th to Plainfield)	AP080122	4380	Sidewalk Replacement Program	6,168.16
CHRISTOPHER B. BURKE ENG, LTD	SIDEWALKS- 79TH ST (Cass Ave to Stratford Pl)	AP080122	4380	Sidewalk Replacement Program	3,630.00
CHRISTOPHER B. BURKE ENG, LTD	COMPLETE FIELD SURVEY- 67TH CLARENDON HILLS RD	AP080122	4390	Capital Improv-Infrastructure	1,647.50
DAVID LEATHERWOOD	REIMBURSE FOR SIDEWALK	AP080122	4380	Sidewalk Replacement Program	422.40
JC LANDSCAPING/TREE SERVICE	DITCH PROJECT: LANDSCAPE RESTORATION ANDRUS RD 7-17-22	AP080122	4376	Ditch Projects	4,502.00
MANDY TZOURAS	REIMBURSE FOR APRON	AP080122	4390	Capital Improv-Infrastructure	1,980.30
MANDY TZOURAS	SEALER	AP080122	4390	Capital Improv-Infrastructure	240.00
MICHAEL GRISKELL	REIMBURSE FOR APRON	AP080122	4390	Capital Improv-Infrastructure	2,100.00
MICHAEL GRISKELL	SEALER	AP080122	4390	Capital Improv-Infrastructure	660.00
NORWALK TANK	BARREL, RINGS, COVER FOR DRAINAGE PROJECTS	AP080122	4376	Ditch Projects	816.40
PETER TRINIDAD	REIMBURSE CURB	AP080122	4383	Curb & Gutter Replacement Prog	621.00
SHREVE SERVICES INC	DITCH PROJECT: BENTLEY TOPSOIL	AP080122	4376	Ditch Projects	320.00

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

SHREVE SERVICES INC

DITCH PROJECT:
BENTLEY TOPSOIL

AP080122 4376

Ditch Projects

6,624.00

CITY OF DARIEN
Expenditure Journal
From 7/19/2022 Through 8/1/2022

*Capital Improvement Fund
Capital Fund Expenditures*

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
VIAN CONSTRUCTION CO., INC.	DITCH PROJECT: ELEANOR PLACE (7-6-22 thru 7-22-22)	AP080122	4376	Ditch Projects	130,763.00
VULCAN CONSTRUCTION MATERIALS	STONE	AP080122	4376	Ditch Projects	3,222.85
VULCAN CONSTRUCTION MATERIALS	DITCH PROJECT: ELEANOR PLACE-STONE	AP080122	4376	Ditch Projects	1,902.90
XBE CHICAGO	DITCH PROJECT: ELEANOR PLACE 7-20-22	AP080122	4376	Ditch Projects	<u>2,225.00</u>
				Total Capital Fund Expenditures	<u>173,667.51</u>
				Total Capital Improvement Fund	<u>173,667.51</u>
Report Total					<u>453,695.45</u>

AGENDA MEMO

City Council

August 1, 2022

ISSUE STATEMENT

A resolution authorizing the purchase of (7) 40mm Less Lethal Launchers, (42) 40mm rounds and (1) reloadable training kit from Ray O'Herron using Department of Justice award money in the amount of \$10,452.

RESOLUTION BACKUP

BACKGROUND/HISTORY

Currently the Darien Police Department utilizes two less lethal bean bag shotguns as an option for dealing with combative and/or armed subjects. Staff is proposing to improve the department's less lethal options by equipping patrol with the 40mm less lethal launchers and remove the less lethal shotguns from service.

The proposed platform would decrease the chance of severe injury to the subject due to the shorter minimum distance for deployment and the precision of an electronic sight to deploy to the proper targeting areas.

Proposals/Bids

40mm Less Lethal Launchers				
Item	Vendor	Price per Item	Quantity	Total
Launcher				
Recommended	Ray O'Herron	\$1,274	7	\$8,918.00
	AARDVARK	\$1,308.64	7	\$9,160.48
	LMT Defense	\$3,109.00	7	\$21,763.00
40mm Rounds				
Recommended	Ray O'Herron	\$29.50	42	\$1,239.00
	LC Action	\$35.00	42	\$1,470.00
	AARDVARK	\$27.43	42	\$1,152.06
Reloadable Training Kit				
Recommended	Ray O'Herron	\$295.00	1	\$295.00
	AARDVARK	\$336.79	1	\$336.79
	Streicher's	\$293.44	1	\$293.44

The Darien Police Department is a proud participant in the United States Department of Justice and the United States Department of Treasury Equitable Sharing Program for State and Local Law Enforcement Agencies. For the last two years the Darien Police Department has participated in federal task forces whose goal is to stem the flow of illegal narcotics into the Chicago metropolitan area which is one of the major hubs for illegal narcotics coming into the United States. It is the goal of this program to not only cut off the flow of illegal narcotics into the area, but to take away and use the tools, proceeds and property derived from any criminal activity against the offenders. These seized tools, proceeds and property are ultimately a deterrent to criminal activity and an enhancement to law enforcement. Under the Guidelines of the Equitable Sharing Program, the funds received cannot be used to replace or supplant the police department's regularly budgeted monies but augment the police budget. These seized monies may only be used by the police department in order to augment the police budget. This purchase meets the Guidelines of the Equitable Sharing

Program and will provide an important tool for the police department that otherwise would not be available without participation in the Equitable Sharing Program. The cash balance of this fund is \$204,656.99 as of June 30, 2022.

STAFF/COMMITTEE RECOMMENDATION

Committee recommends approval of the resolution authorizing the purchase of (7) 40mm Less Lethal Launchers, (42) 40mm rounds and (1) reloadable training kit from Ray O'Herron in the amount of \$10,452.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the August 1, 2022 City Council agenda for formal consideration.



DARIEN POLICE



JOSEPH MARCHESE – Mayor
GREG THOMAS – Chief of Police
JASON NORTON – Deputy Chief

1710 Plainfield Road
Darien, Illinois 60561-5044
Administration 630.971.3999
FAX 630.971.4326
Police Response 9-1-1
www.darien.il.us

TO: Deputy Chief Norton
FROM: Sergeant Austin Jump
SUBJECT: Proposal to Purchase 40mm Less Lethal Launchers.

Synopsis:

Currently the Darien Police Department utilizes two less lethal bean bag shotguns as an option for dealing with combative and/or armed subjects. I, Sgt. Jump, am proposing to improve the department's less lethal options by equipping patrol with the 40mm less lethal launcher.

Recommendation:

Equip seven (7) Darien marked squads with less lethal launchers and remove the less lethal shotguns from service. The old mounts would be sold and the two (2) less lethal shotguns would be turned in for a credit (\$100 each, \$200 total) toward the purchase of the launchers. The launchers would be stored as outlined under Storage. **Total estimated cost \$14,799.01.**

Purpose:

This is a current trend in law enforcement including police departments in the area: Wheaton, Lisle and Carol Stream. The proposed platform would decrease the chance of severe injury to the subject due to the shorter minimum distance for deployment and the precision of an electronic sight to deploy to the proper targeting areas.

Storage:

Preference – (*Recommended) Store the launchers in the locking drawer in the rear of the squad at no additional cost.

Alternative – Outfit squads with new weapon mounts (installed by Darien Public Works) that would hold both the patrol rifle and less lethal launcher between the driver and front passenger seat.

Attached References:

1. Quotes for the purchase of the items needed to equip officers.
2. Specification sheet of the 40mm eXact iMPact Sponge Round and CTS Super Sock round.
3. Staff study by Sergeant Kurt Schneider.
4. Wheaton PD's policy covering less lethal launchers.

Policy Considerations: Lexipol Policy #303.9 Kinetic Energy Projectile Guidelines follows proper procedure and for the handling, storage and deployment of 40mm less lethal launcher. The only revisions to policy would be to replace shotgun(s) with less lethal launcher.

Training: Officer would follow the same training guidelines of the less lethal shotguns. The range officers are due for less lethal instructor refresher training and two (2) officers have been budgeted to attend the training with the goal of them training the rest of the department during yearly department training.

Reference #1A – Equipment and Training Cost

Item	Price Per Item	Quantity	Total
Launcher	\$1,274.00	7	\$ 8,918.00
40mm Rounds	\$29.50	42	\$ 1,239.00
Holosun Electronic Sight	\$295.99	7	\$ 2,071.93
Sling	\$57.50	7	\$ 402.50
Stock Round Pouch	\$48.99	7	\$ 342.93
Flashlight	\$139.95	7	\$ 979.65
Reloadable Training Kit	\$295.00	1	\$ 295.00
Total (Option #1)			\$ 14,249.01

Squad Weapon Mount	\$490.00	7	\$ 3,430.00
Total (Option #2)			\$ 17,679.01







Less Lethal Instructor Course	\$275.00	2	\$550.00
-------------------------------	----------	---	----------

Option #1 - Total Cost with Training Course	\$ 14,799.01
Option #2 - Total Cost with Training Course	\$ 18,229.01

Reference #1B – Equipment Quotes:

40 mm Launcher		
\$ 1,274.00	Ray O'Herron	Sales Rep. Dan Yara E-Mail dpyara@comcast.net
\$ 1,308.64	AARDVARK	Sales Quote #SQ17433
\$ 3,109.00	LMT Defense	https://lmtdefense.com/product/12-standalone-rail-mounted-m203/
Pro-Gard Vertical Partition Mount.		
\$ 490.00	Dana Safety	https://danasafety.com/progard-law-enforcement-vehicle-gun-rack-with-universal-tri-lock-vertical-partition-cage/
\$ 598.89	Fleet Safety	https://www.fleetsafety.com/progard-police-vehicle-gun-rack-with-universal-tri-lock-vertical-partition-cage/?sku=TRI-LOCK-GVPM
\$ 607.20	Major Police Supply	https://www.majorpolicesupply.com/store/p633/product-progard_self_supporting_gunrack.html
40 mm Direct Impact		
\$ 29.50	Ray O'Herron	Sales Rep. Dan Yara E-Mail dpyara@comcast.net
\$ 35.00	LC Action	https://www.lcaction.com/cts-40mm-sponge-roundspin-stablized-direct-impact-model-4557
\$ 27.43	AARDVARK	Sales Quote #SQ17433
40 mm Reloadable Training Impact		
\$ 295.00	Ray O'Herron	Sales Rep. Dan Yara E-Mail dpyara@comcast.net
\$ 336.79	AARDVARK	Sales Quote #SQ17433
\$293.44	Streicher's	Sales Quote #Q346789
Electronic Sight		
\$ 341.16	Holosun	https://holosun.com/index/product/detail/id/138.html
\$ 295.99	Amazon	https://www.amazon.com/HOLOSUN-HE503CU-GR-Elite/dp/B079PBK6LW
\$ 295.99	Optics Planet	https://www.opticsplanet.com/holosun-he503cu-gr-elite.html
Sling		
\$ 59.95	SRS Tactical	https://srstactical.com/ferro-concepts-the-slingster.html
\$ 58.00	Ferro Concepts	https://ferroconcepts.com/products/the-slingster
\$ 57.50	SKD Tactical	https://skdtac.com/ferro-concepts-the-slingster-updated/
Flashlight		
\$ 139.95	Olight	https://www.olightstore.com/odin-mini.html
\$ 139.95	Amazon	https://www.amazon.com/OLIGHT-Rechargeable-Tactical-Flashlight-Removable/dp/B09S6GJGR5
\$ 139.95	Lifestyle	https://lifestyle.focuscamera.com/olight-odin-mini-1250-lumens-tactical-weapon-light-black.html
40mm Ammunition Holder		
\$49.99	Optics Planet	https://www.opticsplanet.com/tuff-products-carrier-for-deftech-1425-gas-gun.html?_iv_code=TFP-RMP-DFTCR-4014-NY-40MM-RH
\$ 48.99	Amazon	https://www.amazon.com/TUFF-Stock-Saddle-Carrier-Deftech/dp/B07RWDVNKK
\$ 59.99	Tuff Products	https://tuffproducts.com/

Reference #2 – Specifications:

<u>CTS Super Sock Beanbag Round</u>		<u>40mm eXact iMPact Sponge Round</u>	
Round: Flexible, heavy cloth bag, containing lead shot, which has the potential to conform to the shape of the target		Round: Flexible, light weight, high speed projectile consisting of a plastic body and a foam (sponge) nose that is spin stabilized. The propellant is a smokeless powder giving it an extremely consistent velocity.	
Deployment Distance: 15-60 feet.		Deployment Distance: 5-131 ft.	
Trauma: <ul style="list-style-type: none"> ■ 12-gauge beanbag round. ■ 2 x 2 cotton square. ■ Loaded with #9 lead shot. ■ 40 grams in weight. ■ Velocity 300 fps. ■ Fired from 10 feet. 		Trauma: <ul style="list-style-type: none"> ■ 40mm exact impact round. ■ 2.48" in height, 1.6" in diameter, 1.1 oz in weight. ■ Foam projectile. ■ Velocity 325 fps. ■ Fired from 15 feet. 	
CTS Super Sock: 	12-gauge Shotgun: 	40 mm Projectile:  Cost: \$29.50 (per round)	40 mm Launcher:  Cost: \$1,274.00 (each)
Yearly Training Cost: \$1,290 total (\$32.25 for a box of 5)		Yearly Training Cost: \$295.00 (50 reloadable rounds)	
Yearly Training: Each officer is required to deploy 5 rounds. Training rounds are not sold.		Yearly Training: Each officer is required to deploy 1 round. A reloadable training kit is available.	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF (7) 40mm LESS LETHAL LAUNCHERS, (42) 40mm ROUNDS AND (1) RELOADABLE TRAINING KIT FROM RAY O’HERRON USING DEPARTMENT OF JUSTICE AWARD MONEY IN THE AMOUNT OF \$10,452

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

SECTION 1: The City Council of the City of Darien hereby authorizes the City Administrator to purchase (7) 40mm Less Lethal Launchers, (42) 40mm rounds and (1) reloadable training kit from Ray O’Herron using Department of Justice award money in the amount of \$10,452.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
August 1, 2022

ISSUE STATEMENT

A resolution authorizing the purchase of (17) Rock River M4 rifle upper receivers from Rock River Arms using Department of Justice award money in the amount of \$6,494.00.

RESOLUTION **BACKUP**

BACKGROUND/HISTORY

Darien Police Department has identified an issue with the department's M4 rifles that keeps the rifle from firing. To fix this issue staff recommends the replacement of the upper receivers.

Staff recommends purchasing new upper receivers for the seventeen (17) Rock River M4 rifles, after confirming the new receivers are compatible with the current squad gun racks. Replacing the upper receiver would replace the entire upper and internal parts. Additionally the new upper receiver would have a newer and improved rail/handguard system that would be lighter and easier to operate the flashlight for left-handed shooters.

Upper Receiver (barrel, bolt carrier group, etc.):	\$262.00 each	Total \$4,454.00
*Fixed Sights:	\$100.00 each	Total \$1,700.00
*Flashlight Mount:	\$ 20.00 each	Total \$ 340.00
		Total \$6,494.00

* Additional parts needed to make the rifle have co-witnessed back-up/fixed sights and an adaptor to mount the flashlight to the newer rail/handguard system.

The Darien Police Department is a proud participant in the United States Department of Justice and the United States Department of Treasury Equitable Sharing Program for State and Local Law Enforcement Agencies. For the last two years the Darien Police Department has participated in federal task forces whose goal is to stem the flow of illegal narcotics into the Chicago metropolitan area which is one of the major hubs for illegal narcotics coming into the United States. It is the goal of this program to not only cut off the flow of illegal narcotics into the area, but to take away and use the tools, proceeds and property derived from any criminal activity against the offenders. These seized tools, proceeds and property are ultimately a deterrent to criminal activity and an enhancement to law enforcement. Under the Guidelines of the Equitable Sharing Program, the funds received cannot be used to replace or supplant the police department's regularly budgeted monies but augment the police budget. These seized monies may only be used by the police department in order to augment the police budget. This purchase meets the Guidelines of the Equitable Sharing Program and will provide an important tool for the police department that otherwise would not be available without participation in the Equitable Sharing Program. The cash balance of this fund is \$204,656.99 as of June 30, 2022.

STAFF/COMMITTEE RECOMMENDATION

Committee recommends approval of the resolution authorizing the purchase of (17) Rock River M4 rifle upper receivers from Rock River Arms in the amount of \$6,494.00 using Department of Justice award money.

ALTERNATE CONSIDERATION

Repair Current M4 Rifles.

Repairing the rifles would cost \$316.50 each, for a total cost \$5,380.50.

DECISION MODE

This item will be placed on the August 1, 2022 City Council agenda for formal consideration.



DARIEN POLICE



JOSEPH MARCHESE – Mayor
 GREG THOMAS – Chief of Police
 JASON NORTON – Deputy Chief

1710 Plainfield Road
 Darien, Illinois 60561-5044
 Administration 630.971.3999
 FAX 630.971.4326
 Police Response 9-1-1
 www.darien.il.us

TO: Deputy Chief Norton
FROM: Sergeant Austin Jump
SUBJECT: Rifle Repair/Replacement – Rock River M4

Synopsis:

Darien Police Department has identified a possible issue with the department's Rock River M4 rifles. To fix this issue two solutions have been identified: repair the rifle or replace the upper of the rifle.

Recommendation:

After review, I recommend purchasing new upper receivers (Remedy #2) for the seventeen (17) Rock River M4 rifles, after confirming the new receivers are compatible with the current squad gun racks. Replacing the upper receiver would replace the entire upper and internal parts that would not be replaced/updated under the repair option. Additionally the update the rifles would have a newer and improved rail/handguard system that would be lighter and easier to operate the flashlight for left-handed shooters.

Remedy Options:

#1 - Repair Current M4 Rifles: Total \$5,584.50.

To repair the current rifles it would cost \$316.50 each, for a total cost \$5,380.50. If the department wanted to pay to ship the M4 rifles out, an additional \$12 would be added for an estimated shipping cost, total \$5,584.50.

#2 - Replace Current M4 Rifles: Total \$6,494.00

To replace the entire upper (barrel, bolt carrier group, etc.) would cost \$262.00 each, total \$4,454.

Additional parts: Total \$2,040

- Fixed sights: \$100 per rifle, total \$1,700 (recommended)
- Flashlight mount: \$20 per rifle, total \$340 (needed)

*Additional parts needed to make the rifle have co-witnessed back-up/fixed sights and an adaptor to mount the flashlight to the newer rail/handguard system.

History:

17 Rock River Arms rifles were purchased in August 2014 from Ray O'Herron Co.

In February of 2016, Darien Range Instructors attended a Colt Armorers class hosted at Darien Police Department. At the class, the Colt Armor instructing the class advised that he believed the Rock River Arms M4's chambers were not built to the correct specifications. To fix this he used a



DARIEN POLICE

JOSEPH MARCHESE – Mayor

GREG THOMAS – Chief of Police

JASON NORTON – Deputy Chief



1710 Plainfield Road
Darien, Illinois 60561-5044
Administration 630.971.3999
FAX 630.971.4326
Police Response 9-1-1
www.darien.il.us

metal cutting tool to increase the width of the chamber of all Darien Rock River Arms M4's. The Colt Armor believed that this would prevent overpressure in the chamber and catastrophic failure of the weapon.

In September of 2019, a department issued Rock River Arms M4 rifle (#CM277347) failed to fire during training. Upon inspection a lug of the rifle bolt had broken off. The rifle was inspected and serviced by Rock River Arms on 9/20/2019, and parts of the bolt carrier group were replaced; Invoice #837795, total \$111.10.

In June of 2020, all department issued Rock River Arms M4 rifles were serviced by Rock River Arms. During the inspection no faults were found with the weapon system other than normal wear. Prior to the inspection, Rock River Arms Armor was not advised about the chamber being increased in 2016 by the Colt Armor.

In February of 2022, a department issued Rock River Arms M4 rifle (#CM277351) failed to fire during department training. Upon inspection the same issue that occurred in September 2019, broken bolt lug, had occurred.

In April of 2022, Rock River Arms was advised that the chamber on the rifles had been increased and it was determined that by increasing the width of the chamber, the gas that was escaping during firing, was most likely causing excess wear to the lug of the bolt. Rock River advised that their weapons are Mil-Spec (United States defense standard) and the chamber should not be modified from its factory specifications. Rock River Arms identified 4 parts that would have to be replaced on the M4 rifle to fix the problem.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF (17) ROCK RIVER M4 RIFLE UPPER RECEIVERS FROM ROCK RIVER ARMS USING DEPARTMENT OF JUSTICE AWARD MONEY IN THE AMOUNT OF \$6,494.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the City Administrator to purchase (17) Rock River M4 rifle upper receivers from Rock River Arms using Department of Justice award money in the amount of \$6,494.00.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
August 1, 2022

ISSUE STATEMENT

Approval of an ordinance authorizing the sale or disposal of surplus property.

ORDINANCE

BACKGROUND/HISTORY

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

ITEM	EXPLANATION
1. (10) 2018 Ford Explorer Rear Vinyl Seat Assembly (Black) w/cargo cover and Storage Compartment Base Insulator Panels	No longer useful to the City
2. (2) 2018 Ford Explorer Cargo Area Cover Panels and Storage Compartment Base Insulator Panels	No longer needed
3. (2) 2016 Ford Taurus Rear Seat Assembly, color Dune Beige or tan with side bolsters	No longer needed
4. (3) 2012 Chevrolet Tahoe Rear Vinyl Seat Assembly (Black) with 1 set of rear door panels	No longer needed
5. (1) 2012 Chevrolet Tahoe Rear Vinyl Seat Assembly tan/beige with 1 set of rear door panels tan/beige	No longer needed
7. Kent 2.6 Tierra 26" Mountain Bike Silver/Cyan	No longer operable
8. Schwinn Trailway 700 x 38c Road bike white/green	No longer needed
9. Huffy 26" Men's Mountain Bike, Tan/Brown	No longer charging
10. Huffy 26" Men's Road Bike, Red	Not working

Committee recommends the above be declared surplus property and disposed of or auctioned using GovDeals.com.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the August 1, 2022 City Council Agenda for formal approval.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 1st DAY OF AUGUST, 2022

**Published in pamphlet form by authority
of the Mayor and City Council of the
City of Darien, DuPage County, Illinois,
this _____ day of August, 2022.**

ORDINANCE NO. _____

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

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

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

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

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

ITEM	EXPLANATION
1. (10) 2018 Ford Explorer Rear Vinyl Seat Assembly (Black) w/cargo cover and Storage Compartment Base Insulator Panels	No longer useful to the City
2. (2) 2018 Ford Explorer Cargo Area Cover Panels and Storage Compartment Base Insulator Panels	No longer needed
3. (2) 2016 Ford Taurus Rear Seat Assembly, color Dune Beige or tan with side bolsters	No longer needed
4. (3) 2012 Chevrolet Tahoe Rear Vinyl Seat Assembly (Black) with 1 set of rear door panels	No longer needed
5. (1) 2012 Chevrolet Tahoe Rear Vinyl Seat Assembly tan/beige with 1 set of rear door panels tan/beige	No longer needed
7. Kent 2.6 Tierra 26" Mountain Bike Silver/Cyan	No longer operable
8. Schwinn Trailway 700 x 38c Road bike white/green	No longer needed

ORDINANCE NO. _____

9. Huffly 26” Men’s Mountain Bike, Tan/Brown	No longer charging
10. Huffly 26” Men’s Road Bike, Red	Not working

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 1st day of August, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
August 1, 2022

ISSUE STATEMENT

A resolution accepting a proposal from AIS for the purchase and install of a larger Barracuda Message Archiver 350 in an amount not to exceed \$10,600.

RESOLUTION

BACKUP – BARRACUDA ARCHIVER

BACKUP – REVISED ROADMAP AIS

BACKGROUND/HISTORY

The City uses a Barracuda Message Archiver for municipal record retention requirements. Every email sent or received by the city should be saved per the required FOIA statute. The City's current system, which is the smallest Archiver Barracuda offers, has been in place for more than 8 years. It is running out of hard drive space and will eventually stop working. AIS recommends the City purchase a larger archiver. The larger archiver will accommodate the city's needs for record retention. Additionally, when the City implements Office 365, this archiver is compatible with the newer message retention/compliance feature.

The FYE 23 Budget includes the upgrade of the archiver and is budgeted in 01-10-4325.

The City uses a Barracuda Message Archiver for require municipal record retention requirements. The City's current system is running out of hard drive space and will eventually stop working. The City must upgrade.

Purchase a larger Archiver –
\$6,300 New barracuda message archiver 350
\$3,300 Yearly for support/update and hardware replacement
\$1,000 Estimated labor install

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approval

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on the August 1, 2022, City Council Agenda for consideration.

Barracuda Message Archiver

Cloud-Connected Message Archiving for Efficiency and E-discovery



The Barracuda Message Archiver helps organizations **reduce email storage requirements, meet demanding compliance requirements, and address e-discovery requests** easily and effectively. Integration with the Barracuda Cloud provides secure long-term email storage and backup, and end user productivity increases with access from any device to every message ever sent or received.

- Security
- ▣ Data Protection
- Application Delivery

The Barracuda Advantage

- Simple per-appliance pricing
- Deployment options for on-premises, private and public cloud
- Outlook Add-in for combined mailbox and archive search
- Mobile apps for access from Android and iOS
- Automated discovery and import of PST files

Product Spotlight

- All-in-one cloud-connected archiving solution
- Reduces email storage costs and eliminates need for PST files
- Granular retention, search, and legal hold
- Role-based search simplifies e-discovery
- Comprehensive audit trail demonstrates compliance



Cloud-Connected Archiving

The Barracuda Message Archiver is a fully integrated and cloud-connected archiving solution for Exchange, Office 365 and other email services, and is available as a hardware appliance or as a virtual solution for private or public cloud. It can mirror data to the Barracuda Cloud for secure long-term retention and storage, or to facilitate disaster recovery.

Simplify Email Management

Email server storage demand is dramatically reduced using the Barracuda Message Archiver full message compression, deduplication, and stubbing, keeping end users within storage limits and eliminating the need for PST files. Granular retention policies ensure that original data is kept for as long as needed without risk of amendment or deletion, and end users are able to recover any message ever sent or received.

Streamline eDiscovery and Compliance

Barracuda Message Archiver's fully indexed archive, iterative multi-level search capabilities, and legal hold support complex audit and discovery exercises, with federated search supporting data across multiple appliances and the Barracuda Cloud. An intuitive role-based user interface gives secure access and shortens the response time to find specific messages when needed, while comprehensive audit trails make compliance easy to demonstrate.

Users can search and retrieve archived messages anywhere, anytime.



Product Features

Archiving

- Email messages, Exchange calendars, tasks, notes and contacts
- Skype for Business (Lync) conversations and content
- PST file discovery and import

User Access

- Full-featured mobile apps for iOS and Android
- Multi-function Outlook add-in
- Web interface
- Offline access
- Mailbox folder synchronization
- Reply to, forward or restore messages

Deployment Options

- All-in one hardware or virtual appliance.
- Supported on VMware and Hyper-V
- Available in public cloud on AWS
- Mirror to the Barracuda Cloud for backup and longer-term storage
- Clustering for high availability or solution expansion

Integration

- SMTP journaling
- Import from Exchange via MAPI
- Import via IMAP and POP3
- Import from Skype for Business (Lync)
- Export via PST or EML
- Supports Office 365, G Suite and other cloud services
- Integration with LDAP directories

Management

- Predefined user roles
- User level access controls
- Granular access permissions for auditors
- Reports on data volume and storage utilization

Compliance

- Granular retention policies
- Legal hold
- Content policies and alerts
- Comprehensive audit trail

Discovery

- Full text search with multiple operators
- Search contents, attachments & metadata
- Reusable saved searches
- Message tagging and export
- Federated search across appliances and cloud storage
- Scheduled policy-based exports

Efficiency

- Exchange message stubbing
- Message level deduplication
- Full message compression
- PST file elimination

Security

- Tamper-resistant storage
- Virus, spyware, and malware scanning
- Hardened OS

MODEL COMPARISON	150	350	450	650	850	950	1050
CAPACITY							
Storage Capacity	500 GB	2 TB	4 TB	8 TB	18 TB	28 TB	66 TB
Recommended Users	100	300	600	1,200	2,500	4,000	10,000
Cloud Storage Option	•	•	•	•	•	•	•
Cloud Backup and Recovery	•	•	•	•	•	•	•
HARDWARE APPLIANCE							
Rackmount Chassis	1U	1U	1U	1U	2U	3U	4U
Weight (lb)	11	33	33	33	75	66	108
Ethernet	1 x Gigabit	1 x Gigabit	1 x Gigabit	2 x Gigabit	2 x Gigabit	2 x Gigabit	2 x Gigabit
AC Input Current (amps)	1.8	2.4	2.4	4.1	5.1	6.5	8.7
Redundant Disk Array (RAID)		RAID-1	RAID-1	RAID-6	RAID-6	RAID-6	RAID-60
ECC Memory				•	•	•	•
Redundant Power Supply					•	•	•
VIRTUAL APPLIANCE							
Private Cloud				VMware and Hyper-V			
Public Cloud				Amazon Web Services (AWS)			
MODEL-SPECIFIC FEATURES							
High Availability			•	•	•	•	•
Stackable Appliances			•	•	•	•	•
Customizable Branding				•	•	•	•

Specifications subject to change without notice.

Support Options

Barracuda Energize Updates

- Standard technical support
- Policy definition updates
- Document definition updates
- Virus definition updates
- Security updates

Instant Replacement Service

- Replacement unit shipped next business day
- 24/7 technical support
- Hardware refresh every 4 years

PROJECTS/UPGRADES		ESTIMATE		
		2022/2023	2023/2024	2024/2025
Police Department				
Criminal Justice Information Services (CJIS)	Ongoing Mtce Labor	2,100.00	2,100.00	2,100.00
	AIS Managed SIEM/CJIS	1,980.00	1,980.00	1,980.00
	TOTAL CJIS	4,080.00	4,080.00	4,080.00
System Wide	Continue with schedule of replacing 14 computers every 4 years	25,600.00	25,600.00	25,600.00
System Wide	Reoccurring yearly subscriptions (cisco firewall support, cisco switch report, etc) Beg. FYE23 increase to account for yearly reoccur mtce on 2 network switches, includes licensing for Microsoft Azure (MFA)	16,571.00	16,571.00	16,571.00
Attachment A				
City Hall/Police Dept	Replace network switch that is older and doesn't support City's new phone system. Juniper EX Switch - 24 port, POE, Fiber Layer 3 DAC Cable	3,600.00		
City Hall/Police Dept	Purchase a larger archiver - current system is running out of hard drive space and will eventually stop working	10,600.00		
City Hall/Police Dept	Replace uninterrupted power supplies in server room. 7 years old		4,400.00	
System Wide	MFA - multi factor authentication - with increasing concerns related to ransomware, FBI, cyber insurance companies, etc are requiring MFA. This is at desktop level based on users (yearly licensing including in yearly reoccurring totals)	23,905.00		
Police Department	New parking citation application	1,050.00		
City Hall/Police Dept	Microsoft SQL Server Express - databases for Abila/MIP, Beat, and Laserfiche.	3,480.00		
Public Works	Uninterrupted power supply in PW IT cabinet - replace			1,800.00
City Hall Media Room	Clean up - wall cabinet (secure existing equipment, cable and CJIS compliant); wall cabinet APC/CyberPower UPS)			2,650.00
TOTAL ESTIMATES (EXCL CJIS)		84,806.00	46,571.00	46,621.00

2022/2023 (Attachment A)

Fixed Monthly - \$5,930.26 mgmt svr (40 hours/month)	71,163.12
Fixed Monthly - \$1,550 disaster/data continuity (allows recovery of files/entire server; gain access to data in event of some form of data loss/disaster; takes daily snapshots of all servers)	18,600.00
\$20.00 per month - PD Cloud Hosting	240.00
	90,003.12

2022-2023 FY - City of Darien - Known reoccurring/subscriptions

<u>Item</u>	<u>Cost</u>	<u>Period</u>	<u>Needs updating?</u>	<u>New</u>	<u>Notes</u>	<u>Costs for 40 hours</u>
Manage Services w/block hour	\$5,130.26	mo	Yes	\$5,380.19	True-up Workstation Licensing - We are 6 workstation licenses short.	5930.26
Data Continuity and Disaster Recovery	\$1,300.00	mo	Yes	\$1,549.99	We need to add some space to offsite cloud space. Not much...	1549.99
Unifi Cloud Controller	\$20.00	mo	No	\$20.00		20
				\$6,950.18		83402.16
						7500.25
AIS manged SIEM/CJIS	\$1,980.00	yr	No	\$1,980.00		
Spam Titam Email Security	\$800.00	yr	Yes	\$2,070.00	Need to update to current pricing.	
Barracuda Archiver	\$1,097.00	yr	Yes	\$1,097.00	Need a new solution	
Cisco Firewall Support (PD)	\$150.00	yr	Subject to vendor	\$150.00		
Cisco Firewall Support (PW)	\$150.00	yr	Subject to vendor	\$150.00		
Cisco Switch Support (PD)	\$251.00	yr	Subject to vendor	\$251.00	This will hopefully be upgraded, so support is not needed.	
Juniper Switch Support (PW)	\$96.00	yr	Subject to vendor	\$96.00		
Juniper Switch Support (PD)	\$361.00	yr	Subject to vendor	\$361.00		
Juniper Switch Support (VH)	\$96.00	yr	Subject to vendor	\$96.00		
DotGov	\$400.00	yr	Subject to vendor	\$500.00		
Dell PowerEdge Server (PW)	\$600.00	yr	May increase by May, ~15%	\$600.00	Starts in May 2021	
Vmware	\$100.00	yr	Subject to vendor	\$100.00		
				\$5,471.00		
Licensing for Microsoft Azure - yearly				10,000.00	NEW	
Microsoft Server Licensing'				1,100.00	NEW	
				16,571.00		
GoDaddy Cert	\$780.00	3yr	Yes	\$974.97	Good until 2023	

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM AIS, INC. FOR THE PURCHASE AND INSTALL OF A LARGER BARRACUDA MESSAGE ARCHIVER 350 IN AN AMOUNT NOT TO EXCEED \$10,600

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

SECTION 1: The City Council of the City of Darien hereby accepting a proposal from AIS, Inc. for the purchase and install of a larger Barracuda Message Archiver 350 in an amount not to exceed \$10,600, a copy of which is attached hereto as “[Exhibit A](#)”

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



ALL
INFORMATION
SERVICES, INC.

Integrating the World's Technology

EXHIBIT A

All Information Services, Inc.

Integrating the World's Technology

Budgetary Technology Roadmap For:

City of Darien
1702 Plainfield Road
Darien, IL 60561



December 15, 2021

Lisa Klemm
City of Darien
1702 Plainfield Road
Darien, IL 60561

Dear Lisa,

All Information Services, Inc. (AIS) appreciates the opportunity to provide your organization with the following technology roadmap. The budgetary technology roadmap will estimate possible costs and requirements for future technology applications.

At our core, we are a customer service organization with an expertise as a full-service Information Technology (IT) and a Managed Service Provider (MSP). Our core competencies include technical consulting services, planning and design, infrastructure solutions, optimization, growth/budget planning and project management.

Our customers rely on our expertise in IT service delivery as a fundamental component to their core business operations. We work with clients across a variety of market segments including the manufacturing, healthcare, finance, municipal, and education.

As a client of AIS, your organization will receive:

- A primary lead Tier III Engineer and Tier II Technician who will be responsible for all aspects of your IT infrastructure, while having behind them the knowledge and experience of more than 40 engineers.
- A dedicated AIS executive as your primary Account Manager to ensure consistency and continuity in establishing a long-term working relationship. We will meet quarterly and annually to review progress, status and aid in infrastructure and strategy planning.

The technology needs of the City of Darien are best served with AIS. Our proven record of accomplishment for professional installation, reliable service and quality systems technology is what our reputation is built on. We make technology work.

All Information Services, Inc. (AIS) is your trusted partner for information technology (IT) and managed services solutions. In today's complex business environment, your technology platform should help your business gain a competitive advantage in your respective market, not hold it back. Through our extensive industry experience and best practices approach, AIS can optimize your technology and help you meet your business objectives.



Table of Contents

Budgetary Technology Roadmap Objective.....	4
2023	4
2024	5
2025	6
Roadmap Comments.....	6



Budgetary Technology Roadmap Objective

Provide a budgetary technology roadmap for the City of Darien. The roadmap ideas and objectives are based on known needs, current resources in use and are in line with industry standards. The budgetary estimates below are based on current costs. This roadmap is required to be updated yearly, to reflect changes in technology, costs and the needs of the City.

2023

- The City is over the licensing count for Continuum and Webroot. These apps provide security and monitoring off all computers.
\$250 Monthly, will be added to the City's agreement
- The City is over the licensing count for SpamTitan. AIS needs to true-up the licensing.
\$2,070 Yearly licensing
- The City is over the Data Continuity and Disaster Recovery Cloud Pool. (Cloud space)
\$250 Monthly will be added to the City's agreement.
- Criminal Justice Information Services (CJIS) consulting and updating. This is subject to the City's needs.
See <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
\$2,100 Estimated ongoing maintenance labor. As needed.
- Desktop hardware refresh (14 Desktops/Laptops)
\$14,000 Computers
\$7,400 Estimated Labor
\$4,200 Microsoft Office Std/Pro Licensing (Gov. Agreement)
- The City uses Microsoft SQL Server Express as the databases for Abila/MIP(ERP), Beast(Evidence Management) and Laserfiche(Document Management). The SQL version in use, is not supported by Abila's next release and is near end of life. AIS recommends upgrading sooner than later.
\$1,680 Estimated Labor AIS
\$600 Estimated Labor Beast
\$1,200 Estimated Labor TKB/Laserfiche
\$0 Estimated Labor Abila (as of 12/30/20)
AIS is not responsible for 3rd party costs.

- The Police Department has 1 network switch that is a bit older and does not support the City's new phone system. AIS recommends upgrading. Currently AIS has a "loaner" switch installed at PD.

\$2,700 Juniper EX Switch, 24 port, POE, Fiber, Layer 3, with DAC cable

*** This is MSRP. AIS will search for promotions and apply for discounts, at the time of order.*

\$900 Estimated Install Labor

\$231 Estimated yearly reoccurring maintenance and support

- The City uses a Barracuda Message Archiver for require municipal record retention requirements. The City's current system is running out of hard drive space and will eventually stop working. The City must upgrade.

Option 1: Purchase a larger Archiver-

\$6,300 New Barracuda Message Archiver 350

\$3,300 Yearly for support/update and hardware replacement.

\$1,000 Estimated Labor Install

Option 2: Barracuda is pushing their cloud product and increasing the costs of an on premise Archivers, as with above.

\$4,610 Yearly Cloud Service Cost *** This an estimate. This can increase each month as more cloud storage and users are needed. This is not under AIS's control.*

\$1,000 Estimated Labor Install

For either option, budget extra. Costs will go up.

- With the ever-increasing concerns related to ransomware, the FBI, cyber insurance companies, etc. are requiring Multi Factor Authentication (MFA). This at the computer desktop level. Many public organizations are preparing for MFA. Darien should also.

\$6,000 Windows Certificate Based Remote Access

\$7,605 Windows MFA Login

\$9,000 Yubico USB MFA Key

\$1,300 Project Management Labor

\$1,100 Microsoft Server Licensing

\$10,000 yearly Microsoft Azure Licensing

- The County is moving to a new parking citation application. This application needs to be installed and configured on many Police computer systems.

\$1,050 Estimated Install Labor

2024

- Criminal Justice Information Services (CJIS) consulting and updating. This is subject to the City's needs.

See <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

\$2,100 Estimated ongoing maintenance labor

- Desktop hardware refresh (14 Desktops/Laptops)

\$14,000 Computers



\$7,400 Estimated Labor
\$4,200 Microsoft Office Std/Pro Licensing (Gov. Agreement)

- The Uninterrupted Power Supplies in the PD Server Room are over 7 years old by now and beyond their end of life.
\$2,500 3 Trip Lite/CyberPower Server UPS (Networkable/SNMP Alerts)
\$500 3 Trip Lite PDU (power distribution unit)
\$1,400 Estimated Labor

2025

- Criminal Justice Information Services (CJIS) consulting and updating. This is subject to the City's needs.
See <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
\$2,100 Estimated ongoing maintenance labor
- Desktop hardware refresh (14 Desktops/Laptops)
\$14,000 Computers
\$7,400 Estimated Labor
\$4,200 Microsoft Office Std/Pro Licensing (Gov. Agreement)
- City Hall Media Room Cleanup.
\$1,000 Estimate Labor
(Work with City to investigate, prep for disposal old equipment on the floor at the end of the room, check cabling in the ceiling, etc. Below is contingent on this step and the results of the investigation)
\$450 Wall Cabinet (Secure existing equipment and cable, CJIS compliant)
\$200 Wall Cabinet APC/CyberPower UPS
\$1,000 Estimate Labor to mount, re-terminate, existing equipment and cabling in the new cabinet
- The Uninterrupted Power Supply in Public Works IT Cabinet is over 6 years old by now and beyond their end of life.
\$850 1 Trip Lite/CyberPower Server UPS (Networkable/SNMP Alerts)
\$950 Estimated Labor

Roadmap Comments

- All above tasks/projects/hardware costs are estimates. These costs will be fine tuned and quoted at the time of order. Hardware estimates do not include any future Tariff increases.
- Some of the above budget roadmap items will require reoccurring subscription or maintenance agreements, which will be priced at the time of purchase.

AGENDA MEMO
CITY COUNCIL
AUGUST 1, 2022

ISSUE STATEMENT

Consideration to approve an ordinance amending the liquor code to expand the number of Class P liquor licenses from one (1) to two (2) for a sale at retail liquor license at Fry the Coop.

ORDINANCE

BACKGROUND

In 2016 the City Council passed ordinance O-12-16 amending the liquor code by periodically auditing the number of licenses in several classes so that there are no (open) licenses available that are not assigned to a particular business. The liquor licenses are updated as new requests are generated from businesses.

Mayor Marchese received a request from Fry the Coop restaurant owner, Joe Fontana, for a sale at retail liquor license for on-site consumption and sale at retail of beer and wine in original package for off-site consumption. The license required for the request is a P License and would increase the number of P licenses from one (1) to two (2). Mayor Marchese as Liquor Commissioner has indicated he supports the request. Mr. Fontana has also agreed to the non-video gaming waiver.

ATTACHMENTS

- A) **[LIQUOR LICENSE REQUEST](#)**
- B) **[DESCRIPTIONS OF LIQUOR LICENSE CLASSES](#)**
- C) **[LIST OF CURRENT LIQUOR LICENSES BY CLASS](#)**

STAFF RECOMMENDATION

Staff recommends approval of the proposed ordinance. This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 1, 2022. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the August 1, 2022 City Council, New Business agenda for formal consideration.

MEMO



Fry the Coop
5128 W. 95th Street
Oak Lawn, IL 60453
www.frythecoop.com

March 30th 2022

City of Darien
1702 Plainfield Road
Darien, IL 60561

RE:

To whom it may concern,

We are applying for a liquor license with the City of Darien for Fry the Coop, Nashville Hot Chicken restaurant at 2019 75th Street Darien, IL 60561. We would like to request a Beer and Wine license for "on-premise" at the counter and at tables but also to have the ability for sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.

The best example of this would be a Class P license, however we would not need a full liquor license, just beer and wine.

To explain, we sell beer in 16oz cans and beer on draft. Beer sales only make up about 0.5% of sales. It is very minimal, but we feel its a great value add. Since we are over the counter service, customers usually only purchase one beer with a meal, but never get more than one. Also, we have partnered a local Chicago brewery called Pipeworks and they now make our own exclusive beer called "Chicken vs. Unicorn." We sell this beer "togo" at our other locations in a 4 pack.

Please let us know what class licenses is best for us to apply.

Thank you in advance and please feel free to reach out with any questions.

Cordially,
Joseph Fontana

Joe Fontana
Owner/Founder
Fry the Coop
630-508-5962
joe@frythecoop.com

3-3-7: CLASSIFICATION OF LICENSES AND FEES:**3-3-7-1: CLASS A LICENSE:**

(A) A Class A license shall authorize sale at retail of alcoholic liquor in the original package but not for consumption on the premises of sale. Provided, however, that the Commissioner may authorize the licensed premises to offer liquor samples without charge to invitees as part of a promotional or advertising program. The granting of permission to give away such liquor samples shall be within the sole discretion of the Commissioner who shall be petitioned in writing to allow such a promotional or advertising activity at least three (3) days prior to the date upon which such activity is proposed to take place. It shall be unlawful for such an advertising or promotional activity to take place without the prior permission of the Commissioner. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail any alcoholic liquor in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M. (Ord. 0-03-17, 4-3-2017)

(C) The number of Class A licenses shall be eleven (11). (Ord. 0-12-16, 4-4-2016; amd. Ord. 0-16-20, 8-3-2020)

(D) The annual fee for a Class A license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-2: CLASS B LICENSE:

(A) The Class B license shall authorize the sale at retail and serving of alcoholic liquor at a banquet hall or similar facility (where the predominant purpose of the premises is the holding of private or limited parties or events) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a banquet hall or similar facility on the premises. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor on the premises of such facility in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail and to serve alcoholic liquor on the premises of sale in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-19-03, 4-21-2003)

(C) The annual fee for a Class B license shall be two thousand dollars (\$2,000.00).

(D) The number of Class B licenses shall be one (1). (Ord. 0-39-94, 9-19-1994)

3-3-7-3: CLASS C LICENSE:

(A) A Class C license shall authorize the sale at retail and serving of alcoholic liquor for a country club (public/semipublic/private) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a country club on the premises. Serving of alcoholic liquor at a counter or bar shall be allowed under a Class C license to seated customers only. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful to sell or offer for sale at retail and to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-24-14, 7-7-2014)

(C) The annual fee for a Class C license shall be two thousand dollars (\$2,000.00).

(D) The number of Class C licenses shall be one (1).

(E) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)

3-3-7-4: CLASS D LICENSE:

(A) A Class D license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class D liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class D liquor license between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-16-13, 8-5-2013)

(C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)

(D) The number of Class D licenses shall be nine (9). (Ord. 0-05-17, 4-3-2017)

(E) The annual fee for a Class D license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-5: CLASS E LICENSE:

(A) A Class E license shall authorize the sale at retail of beer and wine in original package only but not for consumption on the premises of sale. Such license shall be authorized only at such location where prepackaged food is also sold and only in such locations where there are no seats for consumption of food on the premises. (Ord. 0-18-09, 6-15-2009)

(B) It shall be unlawful for any person to sell or offer for sale at retail any beer or wine in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale any beer or wine at retail in the original package but not for consumption on the premises of sale between the hours of one minute past twelve o'clock (12:01) A.M. and nine o'clock (9:00) A.M. (Ord. 0-41-08, 11-17-2008)

(C) The number of Class E licenses shall be four (4). (Ord. 0-07-12, 2-21-2012; amd. Ord. 0-16-20, 8-3-2020)

(D) The annual fee for a Class E license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-6: CLASS F LICENSE:

(A) A Class F license shall only authorize the sale at retail of beer and wine for consumption at tables on the premises of sale provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis. Beer shall be sold only by the glass or pitcher. Wine shall be sold only by glass or carafe.

(B) The serving of beer or wine for consumption while seated at a counter or bar shall not be permitted under a Class F license.

(C) Delivery of beer or wine by the license holder or his employees with carryout orders shall not be permitted under a Class F license.

(D) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a Class F liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a Class F liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve.

(E) A Class F liquor license, where issued, shall be for an establishment which caters principally to elementary aged schoolchildren and their families. Entertainment in the form of theatrical or musical presentations directed toward children and their families shall be permitted within such an establishment. The use of automatic amusement devices shall be allowed at such an establishment to the extent that they are otherwise permitted by the ordinances of the City.

(F) The number of Class F licenses shall be one (1).

(G) The annual fee for a Class F license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-7: CLASS G LICENSE:

(A) A Class G license shall authorize the sale at retail of alcoholic liquor in the original package for consumption off the premises and for consumption on the premises of sale. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M. and on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-22-14, 7-7-2014)

(C) The number of Class G licenses shall be one (1).

(D) The annual fee for a Class G license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-8: CLASS H LICENSE:

(A) A Class H license shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)

(C) The number of Class H licenses shall be two (2). (Ord. 0-12-17, 7-17-2017)

(D) The annual fee for a Class H license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-9: CLASS I LICENSE:

(A) A Class I license shall authorize the sale at retail of alcoholic liquor for consumption on the premises, provided such sale and serving is accessory to the main purpose of operating an approved amusement premises for which all permits have been previously granted by the City Council. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer to sell at retail or serve for consumption on the premises alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., and on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-41-08, 11-17-2008)

(C) The number of Class I licenses shall be one (1).

(D) The annual fee for a Class I license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-10: CLASS J LICENSE:

Temporary license, daily fee.

(A) A Class J license shall authorize the sale at retail of alcoholic liquor for consumption only at the location and on the specified dates designated for the special event in the license. Such temporary liquor licenses may be granted to organizations and clubs such as, but not limited to, veterans' organizations, educational, fraternal, political, civic, religious or other nonprofit organizations.

(B) A Class J license shall be granted on a day to day basis, but not to exceed three (3) consecutive days. The Class J license shall authorize the sale of alcoholic liquor for consumption only at the location until twelve o'clock (12:00) midnight on Friday and Saturday and until nine o'clock (9:00) P.M. on Sunday. An applicant for a temporary liquor license must submit with the application proof satisfactory to the Commissioner that the applicant shall provide dramshop liability insurance in the maximum limits. (Ord. 0-27-16, 8-1-2016)

(C) The fee for a Class J license shall be fifty dollars (\$50.00) per day. (Ord. 0-39-94, 9-19-1994)

3-3-7-11: CLASS K LICENSE:

(A) A Class K license shall authorize the sale at retail of beer and wine for consumption on the premises of sale or at tables, provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a Class K liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a Class K liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)

(C) The number of Class K licenses shall be three (3). (Ord. 0-24-16, 7-18-2016; amd. Ord. 0-27-19, 11-4-2019; Ord. 0-10-20, 6-15-2020)

(D) The annual fee for a Class K license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-12: CLASS L LICENSE:

(Rep. by Ord. 0-37-12, 10-15-2012)

3-3-7-13: CLASS M LICENSE:

(A) A Class M license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables in premises operated by a nonprofit organization for members of the organization, their guests, and public patrons. The sale and consumption of alcoholic liquor shall be limited to the premises.

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class M liquor license between eleven o'clock (11:00) P.M. and eleven o'clock (11:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) The number of Class M licenses shall be one. (Ord. 0-12-18, 5-7-2018)

(D) The annual fee for a Class M license shall be one thousand dollars (\$1,000.00).

(E) All proceeds and profits made pursuant to the operation of a business activity under this license shall be for a lawful nonprofit organization. No officer or owner of any licensee under this section shall individually receive any remuneration or compensation from the business activities pursuant to this license. (Ord. 0-26-13, 10-7-2013)

3-3-7-14: CLASS N LICENSE:

(A) A Class N license shall authorize the on premises consumption and retail sale of craft beer where the premises is that of a brewing facility. For the purposes of this subsection, "brewing facility" is defined as a place in which the primary business is the manufacturing, packaging, distribution, sale and storage of craft beer produced on the premises in compliance with Federal and State laws. The following regulations shall apply to the Class N license:

1. No more than a total of fifty thousand (50,000) gallons of beer shall be sold at retail in growlers, cans and/or bottles for off premises consumption per year.

2. All growlers, cans and beers sold at retail for off premises consumption must be properly sealed.

3. Retail sales for off premises consumption and on premises consumption shall be limited to the retail portion of the licensed premises; except, however, on premises consumption may be allowed in other areas of the licensed premises during supervised tours and private events. The retail portion of the licensed premises shall not exceed three thousand (3,000) square feet.

4. Product sampling shall be permitted in accordance with State law, at no charge.

5. Patrons under twenty one (21) years of age shall be allowed on the premises when accompanied by a person twenty one (21) years of age or older; except, however, classes and seminars on alcoholic related subjects shall only be open to patrons twenty one (21) years and older.

6. Live entertainment is restricted to the indoor retail portion of the premises; except, however, live entertainment may be permitted in other indoor areas of the licensed premises during private events. (Ord. 0-34-14, 11-3-2014)

(B) It shall only be lawful to sell at retail or offer for sale at retail craft beer in conjunction with a Class N liquor license for off premises and/or on premises consumption between twelve o'clock (12:00) noon and eleven o'clock (11:00) P.M., Sunday through Saturday. Except, however, private events shall not be restricted to the above hours. For private events it shall be unlawful to sell or

serve craft beer between the hours of one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or serve craft beer between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours of lawful sale or service of craft beer on special occasions such as New Year's Eve. (Ord. 0-16-16, 5-16-2016)

(C) The number of Class N licenses shall be one.

(D) The annual fee for a Class N license shall be two thousand dollars (\$2,000.00). (Ord. 0-34-14, 11-3-2014)

3-3-7-15: CLASS O LICENSE:

(A) A Class O license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation.

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class O liquor license between one o'clock (1:00) A.M. and seven o'clock (7:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class O liquor license between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only.

(D) The number of Class O licenses shall be one.

(E) The annual fee for a Class O license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-21-15, 6-15-2015)

3-3-7-16: CLASS P LICENSE:

(A) A Class P license shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eight o'clock (8:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) The number of Class P licenses shall be one.

(D) The annual fee for a Class P license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-12-17, 7-17-2017)

3-3-7-17: CLASS Q LICENSE:

(A) A Class Q license shall authorize sale at retail wine in the original package but not for consumption on the premises of sale where the premises is a gift shop operated by a not-for-profit religious organization and for the benefit of said religious organization. Provided, however, that the Liquor Commissioner may authorize the licensed premises to offer wine tastings at up to four (4) special events per year. The granting of permission to hold such wine tastings shall be within the sole discretion of the Commissioner who shall be petitioned in writing to allow such a wine tasting at least three (3) days prior to the date upon which the wine tasting is proposed to take place. It shall be unlawful for a wine tasting to take place without the prior permission of the Commissioner.

(B) It shall be unlawful for any person to sell or offer to sell at retail any wine in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M.

(C) The number of Class Q licenses shall be one (1).

(D) The annual fee for a Class Q license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-28-19, 11-4-2019)



Class License	License Number	Business Name	Street #	Street Name	Amount
A					
	A-1	Brookhaven Marketplace	7516	Cass Avenue, Suite 30	\$1,500.00
	A-10	Walgreens #06176	8300	Lemont Road	\$1,500.00
	A-11	Darien Tobacco Wine & Liquor	7516	Cass Avenue, #5A	\$1,500.00
	A-2	Darien Pantry	737	Plainfield Road, Ste 5	\$1,500.00
	A-3	Jewel Food Store #0123	7335	Cass Avenue	\$1,500.00
	A-4	CVS Pharmacy #8501	8325	Lemont Road	\$1,500.00
	A-5	Osco Drug Store #0123	7329-7335	Cass Avenue	\$1,500.00
	A-6	Aldi, Inc #80	2251	75th Street	\$1,500.00
	A-7	Darien Liquor	8125	Cass Avenue	\$1,500.00
	A-8	Walmart #2215	2189	75th Street	\$1,500.00
	A-9	Walgreens #09033	7516	Cass Avenue	\$1,500.00
B					
	B-1	Alpine Banquets, Inc.	8230	Cass Avenue	\$2,000.00
C					
	C-1	Carriage Way West, Inc.	8700	Carriage Green Drive	\$2,000.00
D					
	D-1	Tai San Chef	2813	83rd Street	\$2,000.00
	D-10	Blueberry Hill Café	7430	Route 83	\$2,000.00
	D-2	Patio Restaurant of Darien, Inc.	7440	Kingery Highway	\$2,000.00
	D-3	Aodake	2129	75th Street	\$2,000.00
	D-4	TGI Friday's Inc., #2670	2201	75th Street	\$2,000.00
	D-5	Al Chile Mexican Grill, Inc.	8123	Cass Avenue	\$2,000.00
	D-6	Mi Hacienda	2601	75th Street	\$2,000.00
	D-7	Old Vilnius Café	2601	75th Street, Unit B	\$2,000.00

Class License	License Number	Business Name	Street #	Street Name	Amount
	D-8	Chiba Japanese Restaurant	7533	Cass Ave	\$2,000.00
	D-9	Dotty's	7516	Cass Avenue, #24	\$2,000.00
E					
	E-2	Speedway #5344	8301	Lemont Road	\$1,500.00
	E-5	Circle K #4706713	8975	Lemont Road	\$1,500.00
	E-6	Speedway #7765	7502	Cass Ave	\$1,500.00
	E-7	Speedway #1425	10250	Lemont Road	\$1,500.00
F					
	F-1	Chuck E. Cheese	7409	Cass Avenue	\$1,500.00
G					
	G-1	Dry Dock	1125	North Frontage Road	\$2,000.00
H					
	H-1	Home Run Inn Corp.	7521	Lemont Road	\$2,500.00
	H-3	Café Smilga	2819	83rd Street	\$2,500.00
I					
	I-1	Q Bar	8109-8115	Cass Avenue	\$2,500.00
K					
	K-3	Buona	7417	Cass Avenue	\$1,500.00
	K-4	Brooster's	1010	Plainfield Road	\$1,500.00
	K-5	Stella's Place	2415	75th Street, Unit C2	\$1,500.00
M					
	M-1	VFW	801	Plainfield Road, Ste 12	\$1,000.00
N					
	N-1	Miskatonic Brewing Company	1000	N. Frontage Rd, Unit C	\$2,000.00
O					
	O-1	Chuck's Southern Comforts Café and Banquets, Inc.	8025	Cass Avenue	\$2,500.00
P					

Class License	License Number	Business Name	Street #	Street Name	Amount
	P-1	Zazzo's Pizza and Catering	7360	Route 83	\$2,500.00
Q	Q-1	Carmelite Gift Shop	8501	Bailey Rd	\$1,500.00

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-16(C)
OF THE DARIEN CITY CODE**

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

THIS 1st DAY OF AUGUST, 2022

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, and this
____ day of _____, 2022.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-16(C)
OF THE DARIEN CITY CODE**

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: Section 3-3-7-16(C) “Class P License”, as amended is hereby amended to increase the number of Class P licenses from one (1) to two (2), to read as follows:

3-3-7-16: CLASS P LICENSE:

(C) The number of Class P licenses shall be two (2).

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

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

ORDINANCE NO. _____

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
CITY COUNCIL
AUGUST 1, 2022

ISSUE STATEMENT

Consideration to approve an ordinance amending the liquor code to eliminate an open, unused Class A liquor license.

ORDINANCE

BACKGROUND

In 2016 the City Council passed ordinance O-12-16 amending the liquor code by periodically auditing the number of licenses in several classes so that there are no (open) licenses available that are not assigned to a particular business. Currently, there is an open, unused Class A liquor license (CVS – Lemont Road) that needs to be eliminated.

ATTACHMENTS

- A) **[DESCRIPTIONS OF LIQUOR LICENSE CLASSES](#)**
- B) **[LIST OF CURRENT LIQUOR LICENSES BY CLASS](#)**

STAFF RECOMMENDATION

Staff recommends approval of the proposed ordinance. This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 1, 2022. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on the August 1, 2022 City Council, New Business agenda for formal consideration.

3-3-7: CLASSIFICATION OF LICENSES AND FEES:**3-3-7-1: CLASS A LICENSE:**

(A) A Class A license shall authorize sale at retail of alcoholic liquor in the original package but not for consumption on the premises of sale. Provided, however, that the Commissioner may authorize the licensed premises to offer liquor samples without charge to invitees as part of a promotional or advertising program. The granting of permission to give away such liquor samples shall be within the sole discretion of the Commissioner who shall be petitioned in writing to allow such a promotional or advertising activity at least three (3) days prior to the date upon which such activity is proposed to take place. It shall be unlawful for such an advertising or promotional activity to take place without the prior permission of the Commissioner. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail any alcoholic liquor in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M. (Ord. 0-03-17, 4-3-2017)

(C) The number of Class A licenses shall be eleven (11). (Ord. 0-12-16, 4-4-2016; amd. Ord. 0-16-20, 8-3-2020)

(D) The annual fee for a Class A license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-2: CLASS B LICENSE:

(A) The Class B license shall authorize the sale at retail and serving of alcoholic liquor at a banquet hall or similar facility (where the predominant purpose of the premises is the holding of private or limited parties or events) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a banquet hall or similar facility on the premises. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor on the premises of such facility in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail and to serve alcoholic liquor on the premises of sale in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-19-03, 4-21-2003)

(C) The annual fee for a Class B license shall be two thousand dollars (\$2,000.00).

(D) The number of Class B licenses shall be one (1). (Ord. 0-39-94, 9-19-1994)

3-3-7-3: CLASS C LICENSE:

(A) A Class C license shall authorize the sale at retail and serving of alcoholic liquor for a country club (public/semipublic/private) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a country club on the premises. Serving of alcoholic liquor at a counter or bar shall be allowed under a Class C license to seated customers only. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful to sell or offer for sale at retail and to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-24-14, 7-7-2014)

(C) The annual fee for a Class C license shall be two thousand dollars (\$2,000.00).

(D) The number of Class C licenses shall be one (1).

(E) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)

3-3-7-4: CLASS D LICENSE:

(A) A Class D license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class D liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class D liquor license between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-16-13, 8-5-2013)

(C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)

(D) The number of Class D licenses shall be ten (10). (Ord. 0-05-17, 4-3-2017; amd. Ord. 0-06-21, 5-3-2021)

(E) The annual fee for a Class D license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-5: CLASS E LICENSE:

(A) A Class E license shall authorize the sale at retail of beer and wine in original package only but not for consumption on the premises of sale. Such license shall be authorized only at such location where prepackaged food is also sold and only in such locations where there are no seats for consumption of food on the premises. (Ord. 0-18-09, 6-15-2009)

(B) It shall be unlawful for any person to sell or offer for sale at retail any beer or wine in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale any beer or wine at retail in the original package but not for consumption on the premises of sale between the hours of one minute past twelve o'clock (12:01) A.M. and nine o'clock (9:00) A.M. (Ord. 0-41-08, 11-17-2008)

(C) The number of Class E licenses shall be four (4). (Ord. 0-07-12, 2-21-2012; amd. Ord. 0-16-20, 8-3-2020)

(D) The annual fee for a Class E license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-6: CLASS F LICENSE:

(A) A Class F license shall only authorize the sale at retail of beer and wine for consumption at tables on the premises of sale provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis. Beer shall be sold only by the glass or pitcher. Wine shall be sold only by glass or carafe.

(B) The serving of beer or wine for consumption while seated at a counter or bar shall not be permitted under a Class F license.

(C) Delivery of beer or wine by the license holder or his employees with carryout orders shall not be permitted under a Class F license.

(D) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a Class F liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a Class F liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve.

(E) A Class F liquor license, where issued, shall be for an establishment which caters principally to elementary aged schoolchildren and their families. Entertainment in the form of theatrical or musical presentations directed toward children and their families shall be permitted within such an establishment. The use of automatic amusement devices shall be allowed at such an establishment to the extent that they are otherwise permitted by the ordinances of the City.

(F) The number of Class F licenses shall be one (1).

(G) The annual fee for a Class F license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-7: CLASS G LICENSE:

(A) A Class G license shall authorize the sale at retail of alcoholic liquor in the original package for consumption off the premises and for consumption on the premises of sale. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M. and on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-22-14, 7-7-2014)

(C) The number of Class G licenses shall be one (1).

(D) The annual fee for a Class G license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-8: CLASS H LICENSE:

(A) A Class H license shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)

(C) The number of Class H licenses shall be two (2). (Ord. 0-12-17, 7-17-2017)

(D) The annual fee for a Class H license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-9: CLASS I LICENSE:

(A) A Class I license shall authorize the sale at retail of alcoholic liquor for consumption on the premises, provided such sale and serving is accessory to the main purpose of operating an approved amusement premises for which all permits have been previously granted by the City Council. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer to sell at retail or serve for consumption on the premises alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., and on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-41-08, 11-17-2008)

(C) The number of Class I licenses shall be one (1).

(D) The annual fee for a Class I license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-10: CLASS J LICENSE:

Temporary license, daily fee.

(A) A Class J license shall authorize the sale at retail of alcoholic liquor for consumption only at the location and on the specified dates designated for the special event in the license. Such temporary liquor licenses may be granted to organizations and clubs such as, but not limited to, veterans' organizations, educational, fraternal, political, civic, religious or other nonprofit organizations.

(B) A Class J license shall be granted on a day to day basis, but not to exceed three (3) consecutive days. The Class J license shall authorize the sale of alcoholic liquor for consumption only at the location until twelve o'clock (12:00) midnight on Friday and Saturday and until nine o'clock (9:00) P.M. on Sunday. An applicant for a temporary liquor license must submit with the application proof satisfactory to the Commissioner that the applicant shall provide dramshop liability insurance in the maximum limits. (Ord. 0-27-16, 8-1-2016)

(C) The fee for a Class J license shall be fifty dollars (\$50.00) per day. (Ord. 0-39-94, 9-19-1994)

3-3-7-11: CLASS K LICENSE:

(A) A Class K license shall authorize the sale at retail of beer and wine for consumption on the premises of sale or at tables, provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a Class K liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a Class K liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)

(C) The number of Class K licenses shall be three (3). (Ord. 0-24-16, 7-18-2016; amd. Ord. 0-27-19, 11-4-2019; Ord. 0-10-20, 6-15-2020)

(D) The annual fee for a Class K license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-12: CLASS L LICENSE:

(Rep. by Ord. 0-37-12, 10-15-2012)

3-3-7-13: CLASS M LICENSE:

(A) A Class M license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables in premises operated by a nonprofit organization for members of the organization, their guests, and public patrons. The sale and consumption of alcoholic liquor shall be limited to the premises.

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class M liquor license between eleven o'clock (11:00) P.M. and eleven o'clock (11:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) The number of Class M licenses shall be one. (Ord. 0-12-18, 5-7-2018)

(D) The annual fee for a Class M license shall be one thousand dollars (\$1,000.00).

(E) All proceeds and profits made pursuant to the operation of a business activity under this license shall be for a lawful nonprofit organization. No officer or owner of any licensee under this section shall individually receive any remuneration or compensation from the business activities pursuant to this license. (Ord. 0-26-13, 10-7-2013)

3-3-7-14: CLASS N LICENSE:

(A) A Class N license shall authorize the on premises consumption and retail sale of craft beer where the premises is that of a brewing facility. For the purposes of this subsection, "brewing facility" is defined as a place in which the primary business is the manufacturing, packaging, distribution, sale and storage of craft beer produced on the premises in compliance with Federal and State laws. The following regulations shall apply to the Class N license:

1. No more than a total of fifty thousand (50,000) gallons of beer shall be sold at retail in growlers, cans and/or bottles for off premises consumption per year.

2. All growlers, cans and beers sold at retail for off premises consumption must be properly sealed.

3. Retail sales for off premises consumption and on premises consumption shall be limited to the retail portion of the licensed premises; except, however, on premises consumption may be allowed in other areas of the licensed premises during supervised tours and private events. The retail portion of the licensed premises shall not exceed three thousand (3,000) square feet.

4. Product sampling shall be permitted in accordance with State law, at no charge.

5. Patrons under twenty one (21) years of age shall be allowed on the premises when accompanied by a person twenty one (21) years of age or older; except, however, classes and seminars on alcoholic related subjects shall only be open to patrons twenty one (21) years and older.

6. Live entertainment is restricted to the indoor retail portion of the premises; except, however, live entertainment may be permitted in other indoor areas of the licensed premises during private events. (Ord. 0-34-14, 11-3-2014)

(B) It shall only be lawful to sell at retail or offer for sale at retail craft beer in conjunction with a Class N liquor license for off premises and/or on premises consumption between twelve o'clock (12:00) noon and eleven o'clock (11:00) P.M., Sunday through Saturday. Except, however, private events shall not be restricted to the above hours. For private events it shall be unlawful to sell or

serve craft beer between the hours of one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or serve craft beer between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours of lawful sale or service of craft beer on special occasions such as New Year's Eve. (Ord. 0-16-16, 5-16-2016)

(C) The number of Class N licenses shall be one.

(D) The annual fee for a Class N license shall be two thousand dollars (\$2,000.00). (Ord. 0-34-14, 11-3-2014)

3-3-7-15: CLASS O LICENSE:

(A) A Class O license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation.

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class O liquor license between one o'clock (1:00) A.M. and seven o'clock (7:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class O liquor license between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only.

(D) The number of Class O licenses shall be one.

(E) The annual fee for a Class O license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-21-15, 6-15-2015)

3-3-7-16: CLASS P LICENSE:

(A) A Class P license shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eight o'clock (8:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) The number of Class P licenses shall be one.

(D) The annual fee for a Class P license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-12-17, 7-17-2017)

3-3-7-17: CLASS Q LICENSE:

(A) A Class Q license shall authorize sale at retail wine in the original package but not for consumption on the premises of sale where the premises is a gift shop operated by a not-for-profit religious organization and for the benefit of said religious organization. Provided, however, that the Liquor Commissioner may authorize the licensed premises to offer wine tastings at up to four (4) special events per year. The granting of permission to hold such wine tastings shall be within the sole discretion of the Commissioner who shall be petitioned in writing to allow such a wine tasting at least three (3) days prior to the date upon which the wine tasting is proposed to take place. It shall be unlawful for a wine tasting to take place without the prior permission of the Commissioner.

(B) It shall be unlawful for any person to sell or offer to sell at retail any wine in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M.

(C) The number of Class Q licenses shall be one (1).

(D) The annual fee for a Class Q license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-28-19, 11-4-2019)



Class License	License Number	Business Name	Street #	Street Name	Amount
A					
A-1		Brookhaven Marketplace	7516	Cass Avenue, Suite 30	\$1,500.00
A-10		Walgreens #06176	8300	Lemont Road	\$1,500.00
A-11		Darien Tobacco Wine & Liquor	7516	Cass Avenue, #5A	\$1,500.00
A-2		Darien Pantry	737	Plainfield Road, Ste 5	\$1,500.00
A-3		Jewel Food Store #0123	7335	Cass Avenue	\$1,500.00
A-4		CVS Pharmacy #8501 OPEN	8325	Lemont Road	\$1,500.00
A-5		Osco Drug Store #0123	7329-7335	Cass Avenue	\$1,500.00
A-6		Aldi, Inc #80	2251	75th Street	\$1,500.00
A-7		Darien Liquor	8125	Cass Avenue	\$1,500.00
A-8		Walmart #2215	2189	75th Street	\$1,500.00
A-9		Walgreens #09033	7516	Cass Avenue	\$1,500.00
B					
B-1		Alpine Banquets, Inc.	8230	Cass Avenue	\$2,000.00
C					
C-1		Carriage Way West, Inc.	8700	Carriage Green Drive	\$2,000.00
D					
D-1		Tai San Chef	2813	83rd Street	\$2,000.00
D-10		Blueberry Hill Café	7430	Route 83	\$2,000.00
D-2		Patio Restaurant of Darien, Inc.	7440	Kingery Highway	\$2,000.00
D-3		Aodake	2129	75th Street	\$2,000.00
D-4		TGI Friday's Inc., #2670	2201	75th Street	\$2,000.00
D-5		Al Chile Mexican Grill, Inc.	8123	Cass Avenue	\$2,000.00
D-6		Mi Hacienda	2601	75th Street	\$2,000.00
D-7		Old Vilnius Café	2601	75th Street, Unit B	\$2,000.00

Class License	License Number	Business Name	Street #	Street Name	Amount
	D-8	Chiba Japanese Restaurant	7533	Cass Ave	\$2,000.00
	D-9	Dotty's	7516	Cass Avenue, #24	\$2,000.00
E					
	E-2	Speedway #5344	8301	Lemont Road	\$1,500.00
	E-5	Circle K #4706713	8975	Lemont Road	\$1,500.00
	E-6	Speedway #7765	7502	Cass Ave	\$1,500.00
	E-7	Speedway #1425	10250	Lemont Road	\$1,500.00
F					
	F-1	Chuck E. Cheese	7409	Cass Avenue	\$1,500.00
G					
	G-1	Dry Dock	1125	North Frontage Road	\$2,000.00
H					
	H-1	Home Run Inn Corp.	7521	Lemont Road	\$2,500.00
	H-3	Café Smilga	2819	83rd Street	\$2,500.00
I					
	I-1	Q Bar	8109-8115	Cass Avenue	\$2,500.00
K					
	K-3	Buona	7417	Cass Avenue	\$1,500.00
	K-4	Brooster's	1010	Plainfield Road	\$1,500.00
	K-5	Stella's Place	2415	75th Street, Unit C2	\$1,500.00
M					
	M-1	VFW	801	Plainfield Road, Ste 12	\$1,000.00
N					
	N-1	Miskatonic Brewing Company	1000	N. Frontage Rd, Unit C	\$2,000.00
O					
	O-1	Chuck's Southern Comforts Café and Banquets, Inc.	8025	Cass Avenue	\$2,500.00
P					

Class License	License Number	Business Name	Street #	Street Name	Amount
	P-1	Zazzo's Pizza and Catering	7360	Route 83	\$2,500.00
Q	Q-1	Carmelite Gift Shop	8501	Bailey Rd	\$1,500.00

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-1(C)
OF THE DARIEN CITY CODE**

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

THIS 1st DAY OF AUGUST, 2022

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, and this
____ day of August, 2022.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-1(C)
OF THE DARIEN CITY CODE**

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: Section 3-3-7-1(C) “Class A License”, as amended is hereby amended to decrease the number of Class A licenses from eleven (11) to ten (10), to read as follows:

3-3-7-1: CLASS A LICENSE:

(C) The number of Class A licenses shall be ten (10).

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

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

ORDINANCE NO. _____

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August, 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
August 1, 2022

ISSUE STATEMENT

A resolution accepting a proposal for the purchase of one new Radiodetection RX 8200 Receiver Utility Line Locator from Subsurface Solutions, in an amount not to exceed \$8,829.

RESOLUTION

BACKGROUND/HISTORY

The proposed utility line locator is an additional piece of equipment to be utilized by the water division. The staff uses line locators on a daily basis to respond to JULIE calls as well as in-house main and service line surveys as required. The department consistently strives to locate our water mains, service lines and streetlights with the utmost accuracy without interference from other utilities that are typically adjacent to the City's water system. The equipment is a tool that is utilized as an industry standard for utility locators. This locator provides the crew with a tool for safe excavation and determining where water lines are located. This piece of equipment will also allow us to have another locator in the fleet to ensure timely locates and multi-functionality amongst the crews. The RX 8200 model would be an updated version of equipment that staff is already utilizing, therefore providing uniformity and familiarity.

Subsurface Solutions is the only authorized distributor for Radiodetection for the state of Illinois, Iowa, Kansas, Nebraska, Missouri, Minnesota, North Dakota, South Dakota, Wisconsin, and Upper Michigan, of this equipment. See [Attachment A](#).

The FY22/23 Budget includes funding for the vehicle through the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22-23 BUDGET	PROPOSED EXPENDITURE	BALANCE
02-50-4815	Equipment	\$ 10,000	\$ 8,829	\$ 1,171

COMMITTEE RECOMMENDATION

Staff requests approval of this resolution accepting a proposal for the purchase of one new Radiodetection RX 8200 Receiver Utility Line Locator from Subsurface Solutions, in an amount not to exceed \$8,829.

This item is being presented prior to the City Council Meeting on August 1, 2022. Chairman Belczak will be presenting the recommendation to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be on the August 1, 2022 City Council, New Business agenda for formal consideration

Gary Schafer
General Manager, Americas
Radiodetection

gary.schafer@spx.com
T +1 (207) 655-8525



RADIODETECTION

Date : January 4, 2022

To Whom It May Concern:

Radiodetection, a unit of SPX, declares that Subsurface Solutions of 9819 South 168th Ave., Suite D Omaha, NE 68136, is the authorized distributor for the State of Illinois, Iowa, Kansas, Nebraska, Missouri, Minnesota, North Dakota, South Dakota, Wisconsin, and Upper Michigan. As of the date of this letter, Subsurface Solutions is the only authorized distributor for Radiodetection in this territory.

This letter is valid through December 31, 2022. If you require further information, please do not hesitate to contact our office. We appreciate your business.

Gary Schafer
General Manager, Americas

RESOLUTION NO. _____

**RESOLUTION ACCEPTING A PROPOSAL FOR THE PURCHASE OF ONE NEW
RADIODETECTION RX 8200 RECEIVER UTILITY LINE LOCATOR FROM
SUBSURFACE SOLUTIONS, IN AN AMOUNT NOT TO EXCEED \$8,829.00**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a proposal for the purchase of one new Radiodetection RX 8200 Receiver Utility Line Locator from Subsurface Solutions, in an amount not to exceed \$8,829.00, a copy of which is attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 1st day of August 2022.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 1st day of August 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Subsurface Solutions
www.SubsurfaceSolutions.com

QUOTE 28315

Attention to: Dennis Cable

Valid Till Jun 13, 2022
Sales Person David Shelley
Phone
Email david@subsurfacesolutions.com

Bill To
City of Darien
1702 Plainfield Road,
Darien, IL, 60561-5044
Ship To
City of Darien
1702 Plainfield Road,
"

Item & Description	List Price	Qty	Total
TX BATT PACK (AC/DC Charger) 10/TX-MABATPACK-V2 2021 Li-Ion rechargeable transmitter battery full kit (Includes mains and automotive charger)	\$ 773.00	1	\$ 773.00
			
RX BATPACK-LION V2 10/RX-MBATPACK-V2 2021 Li-Ion rechargeable battery for RD7100/RD8100 series receivers with AC charger	\$ 436.00	1	\$ 436.00
			
RX 8200 10/RD8200 2021 Radiodetection RD8200 Receiver includes: - 20+ active frequencies from 256Hz to 200kHz, Power, Radio & CPS frequencies - 5 custom user frequencies - 512Hz, 640Hz, 8kHz, 33kHz Sonde frequencies - Guidance Mode, Peak Mode, Null Mode & Peak Plus - Fault Find mode (A-frame compatible) - Auto digital depth with over 50ft range, Directional compass, Current measurement - Enhanced Power mode with Power filters and depth - Dynamic Overload Protection auto-filtering - USB port for free updates, Bluetooth 2.0 and 5.0 BLE for communicating to external devices - Enhanced Self Test, eCal calibration - Enhanced Volume (Vol 0-5 and high low audio freq) - Swing Warning - 3 Year Warranty after registration & much more...	\$ 4,356.00	1	\$ 4,356.00
			
TX10 Transmitter 10/TX10 2021 Tx-10 (10 Watt) transmitter - 20+ Active Frequencies, 8 Induction frequencies - 10 Watt of power & 90V capacity - LCD backlit display with battery & Volt-Ohm meter - Direct connect cables, ground rod, 30ft jumper cable, earth magnet - 3 year warranty after registration	\$ 2,988.00	1	\$ 2,988.00
			
LOCATOR BAG 10/LOCATORBAG 2021 Soft Carry Bag with pockets, paint can holders, shoulder strap and 1 year warranty	\$ 201.00	1	\$ 201.00
			
Freight, 1 Locate Kit (\$75) Freight (locator kit) Estimated freight	\$ 75.00	1	\$ 75.00

Contact me if you have questions

Thank You,

David Shelley

815-474-0064

david@subsurfacesolutions.com

Sub Total

\$ 8,829.00

Tax

\$ 0.00 Not Configured

Grand Total

\$ 8,829.00

Terms & Conditions - Pricing may not include local or state sales tax, freight or other shipping charges that will be paid by the customer. Please contact us if you need exact freight and tax charges at 402-990-9454. Pricing is valid for 10 days unless otherwise noted. All orders Prepay, COD, credit card or Net 30 if qualified. We accept all major Credit Cards. Lead time on most equipment is 3-10 days. Radiodetection RD7100 & RD8100 are warranted for 3 years after registration & Schonstedt units 7 years, most other equipment is a 1 year warranty. Free training on equipment over \$3000.

AGENDA MEMO
City Council
August 1, 2022

ISSUE STATEMENT

Approval of a [resolution](#) to enter into a contract agreement with Morton Salt, Inc. for the purchase of rock salt in an amount not to exceed \$207,759.

AND

Approval of a [resolution](#) for the required balance purchase of the 21/22 rock salt contract agreement with Compass Minerals in an amount not to exceed \$51,924.

BACKGROUND/HISTORY

The rock salt is utilized by the Municipal Services Department for street de-icing operations during the snow season. The City continues to partner with the County of DuPage for the purchase of rock salt. Recently, the County has opened sealed bids and the lowest competitive unit price was Morton Salt, Inc. for the amount of \$75.88 per ton. See [Attachment A](#). The price per ton last year was \$81.13 is approximately 7% less than last year's cost per ton.

As part of the joint contract, the City committed to receive up to 2,200 tons of salt and is obligated to take 1,760 tons. Pending winter conditions the department has the ability to take an additional 660 tons (2,860 tons total) of sodium chloride salt. The Darien Park District and Center Cass School District #66 will be purchasing up to 40 and 8 tons respectively of rock salt not to exceed \$3,035.20 and \$607.04 through the respective Intergovernmental Agreements.

Please note last year's salt contract called for the City to accept 3,000 tons. Due to the mild weather conditions and additional de-icing enhancements the City did not meet the minimal delivery for salt. The City is required to purchase an additional 640 tons at \$81.13 per ton for a total cost not to exceed \$51,924, see [Attachment B](#). Currently the salt bin is full and the remainder will be taken by January 1, 2023.

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22-23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
03-60-4249	CITY OF DARIEN 2200 Tons MORTON SALT	\$256,500.00	\$166,936.00	N/A
03-60-4249	CITY OF DARIEN 2200 Tons COMPASS MINERALS FY21/22 CONTRACT BALANCE	N/A	\$51,924.00	N/A
03-60-4249	CONTINGENCY 490 TONS @ \$75.88/TON	N/A	\$37,181.00	N/A
	SUBTOTAL CITY EXPENSE		\$256,041.00	\$459
01-30-4249	DARIEN PARK DISTRICT REIMBURSABLE 40 Tons	N/A	\$3,035.20	N/A
01-30-4249	CENTER CASS SCHOOL DIST 66 REIMBURSABLE 8 Tons	N/A	\$607.04	N/A
	TOTAL COSTS		\$259,683.00	N/A

COMMITTEE RECOMMENDATION

Approval of a resolution to enter into a contract agreement with Morton Salt, Inc. for the purchase of rock salt in an amount not to exceed \$207,759.

AND

Approval of a resolution for the required balance purchase of the 21/22 rock salt contract agreement with Compass Materials in an amount not to exceed \$51,924.

This item is being presented prior to the City Council Meeting on August 1, 2022. Chairman Belczak will be presenting the recommendation to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the August 1, 2022 City Council agenda for formal approval.

MEMO



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
BULK ROAD SALT 22-044-DOT
BID TABULATION

✓

No.	Item	Unit	Qty	MORTON SALT, INC.		CARGILL INC		COMPASS MINERALS AMERICA INC.	
				Price	Extended Price	Price	Extended Price	Price	Extended Price
1	Group 1 - DuPage County Standard Delivery	Ton	15,000	\$ 75.88	\$ 1,138,200.00	\$ 81.99	\$ 1,229,850.00	\$ 84.21	\$ 1,263,150.00
2	Purchase for 131% -150% of Projected Usage	Ton	1	\$ 85.88		\$ 92.98		\$ 94.21	
	GRAND TOTAL GROUP 1				\$ 1,138,200.00		\$ 1,229,850.00		\$ 1,263,150.00
3	Group 2A - Townships/Municipalities Early Delivery	Ton	6,000	\$ 75.88	\$ 455,280.00	\$ 86.11	\$ 516,660.00	\$ 98.49	\$ 590,940.00
4	Group 2B - Townships/Municipalities Standard Delivery	Ton	61,170	\$ 75.88	\$ 4,641,579.60	\$ 81.99	\$ 5,015,328.30	\$ 84.21	\$ 5,151,125.70
5	Purchase for 131% -150% of Projected Usage	Ton	1	\$ 85.88		\$ 92.98		\$ 94.21	
	GRAND TOTAL GROUP 2			\$	5,096,859.60	\$	5,531,988.30	\$	5,742,065.70

NOTES

Bid Opening 4/27/2022 2:00 PM	NE, VC
Invitations Sent	5
Potential Bidders Requesting Bid Documents	1
Total Bid Responses Received	3



May 24, 2022

Dan Gombac
City of Darien
1041 S Frontage Rd
Municipal Services Department
Darien, IL, 60561

Customer ID: H702538

Dan Gombac,

Compass Minerals appreciates your business. The following indicates where you stand contractually with CMP as of the date of this letter. Please contact your sales manager if you anticipate problems completing this contract by the expiration date.

All units are in US Tons

Destination	Tons Committed	Tons Shipped	Maximum Supply	Max Supply Remaining	Minimum Purchase	Min Purchase Remaining	Exp Date
Darien, IL City of	2,999	1,760.41	3,898.70	2,138.29	2,399.20	638.79	06/01/2022
Darien, IL City of	1	0.00	1.30	1.30	0.80	0.80	06/01/2022
Totals:	3,000	1,760.41	3,900.00	2,139.59	2,400.00	639.59	

Thank you for the opportunity to service your deicing salt requirements.

Sincerely,

Compass Minerals
Highway Sales Department
800-323-1641

Pay @ Customer prices when delivered

RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO A CONTRACT AGREEMENT WITH MORTON SALT, INC. FOR THE PURCHASE OF ROCK SALT IN AN AMOUNT NOT TO EXCEED \$207,759

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into a contract agreement with Morton Salt, Inc. for the purchase of rock salt in an amount not to exceed \$207,759, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 1st day of August 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morton Salt, Inc.
444 West Lake Street, Suite 3000
Chicago, IL 60606

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

DuPage County Treasurer
421 N. County Farm Road,
Wheaton, IL 60187-3978

BOND AMOUNT: \$ 5% of total bid amount

PROJECT: BULK ROAD SALT 22-044-DOT
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of April 2022

Andrew M Lorenzini
Andrew M Lorenzini (Apr 26, 2022 13:39 CDT)

(Witness) Andrew Lorenzini, Senior Bid Analyst

Mariola Cruz
Mariola Cruz (Apr 26, 2022 13:39 CDT)

(Witness) Mariola Cruz Bid Prep Specialist

Morton Salt, Inc.
(Principal) (Seal)

By Anthony Patton
Anthony Patton (Apr 26, 2022 13:36 CDT)

(Title) Anthony T. Patton
Director, Bulk Deicing US Government Sales

Liberty Mutual Insurance Company
(Surety) (Seal)

By Leanne Miller
Leanne Miller (Apr 26, 2022 11:59 CDT)
(Title) Leanne Miller, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205459-976454

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Lorenzini; Anthony T. Patton; Ayanna Jefferson-Williams; Daniel P. Thompson; Jacob McConnell; Joseph Medcalf; Leanne Miller; Mariola A. Cruz; Meredith Kerr; Na-Tia Douglas; Robert H. George; Stacey Gwitt; Steve Downie

all of the city of Chicago state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 7th day of May, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 7th day of May, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of April, 2022.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



The County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187

**DUPAGE COUNTY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before April 27th, 2022, at 2:00 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROAD SALT 22-044-DOT. Bid document, including specifications, may be obtained from the Finance Department by email Nickon.etminan@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

Due to the Covid-19 crisis, here are some process changes to the solicitations for bids and proposals including bid openings:

- 1) Bid openings will not be open to the public. Following current standard practice, all bid openings will be attended by two County employees.
- 2) Procurement will accept electronic bid submissions and electronic signatures.
- 3) Bids do not have to be notarized before submission.

Date	Bid Event Activity
April 13, 2022	Legal Notice Advertisement Placed
April 20, 2022 4:00 p.m. CT	Questions due to Buyer via email: Nickon.etminan@dupageco.org
April 22, 2022 4:00 p.m. CT	Final Q&A Addendum Published
April 27, 2022 2:00 p.m. CT	Submittals Due to Finance Office

TABLE OF CONTENTS

SECTION 1 – PROJECT INFORMATION	3
SECTION 2 - INSTRUCTIONS TO BIDDERS	4
SECTION 3 - GENERAL CONDITIONS	8
SECTION 4 - SPECIAL CONDITIONS	12
SECTION 5 – INSURANCE REQUIREMENTS	14
SECTION 6 – STATEMENT OF WORK/SPECIFICATIONS	16
SECTION 7 - BID FORM PRICING	19
SECTION 8 - BID FORM SIGNATURE PAGE	24
SECTION 9 - MANDATORY FORM	25
SECTION 10 - REFERENCES	31
SECTION 11 - SAMPLE CONTRACT AGREEMENT	32
SECTION 12 - OUTSIDE ENVELOPE BID LABEL	34

SECTION 1 – PROJECT INFORMATION

√	SUBMITTAL CHECKLIST
	1. Original signed bid with one (1) PDF on Flash Drive 2. Bid Form Pricing 3. Bid Form Signature Page 4. Mandatory Form 5. W-9 6. Required Vendor Ethics Disclosure Statement 7. Joint Purchasing Agreement 8. References 9. Bid Security

AWARDED CONTRACTOR REQUIREMENTS	
Payment & Performance Bonds	Due no later than 15 days after Notice of Award to buyer via email.
Certificate of Insurance	Due within 15 days of Notice of Award
Illinois Secretary of State Corporate/LLC	Due within 15 days of Notice of Award
Certificate of good standing for current year	http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html.

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6210 for these documents.

Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage.

The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.

2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.

3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

A violation of this provision is cause for the County to reject the Bidder's Bid. If it is later discovered that a violation has occurred, the County may reject any Bid or terminate any contract awarded pursuant to this BID. No contact regarding this document with other County employees is permitted.

4) **BID INFORMATION AND QUESTIONS:** Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.

5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

Bids received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Procurement Services Division's timestamp shall be the official time.

The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder.

Bidders must sign, in ink, the Bid form where indicated. Unsigned Bids will not be considered. An authorized official must sign the Bid. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
- c) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- d) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

The successful Bidder will be asked to sign a contract agreement (sample attached).

7) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.

8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County.

The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.

9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation

in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

11) **PROCUREMENT POLICY:** Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) **CONTRACT NEGOTIATION:** All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.

15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:

1. Evidence of collusion among Bidders.
2. Lack of competency as revealed by either financial, experience, or equipment statements.
3. Lack of responsibility as shown by past work.
4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) **BIDDER RESPONSIBILITIES:** The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.

The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder.

Further, the County will consider the Successful Bidder(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) **DISCLOSURE OF CONTENTS:** All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) **COMPLIANCE WITH ILLINOIS STATE LAW:** By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership, authorization from the Illinois Secretary of State to transact business within the State of Illinois.

[Http://www.cyberdriveillinois.com/departments/business_services/howdoi.html](http://www.cyberdriveillinois.com/departments/business_services/howdoi.html).

19) **PREVAILING WAGE:** Prevailing rate of wages as determined by the County of DuPage or the Illinois Department of Labor may apply to some or all work performed on this contract and paid to all laborers, workers and mechanics performing work under this contract. State Statutes regarding Prevailing Wage and the current wage rates are available online at www.state.il.us/agency/idol/rates/rates. You must retain payroll records for five (5) years and make those records available for inspection by the County or the Illinois Department of Labor. You must submit monthly certification of payroll records. Certified Transcript of Payroll forms may be downloaded from the Contractors Forms page of the DuPage County Procurement Services Division website at <https://www.dupageco.org/Finance/Procurement/1316/> or you may use your own format containing the same information with pre-approval by the Procurement Officer (submit sample with bid).

The Contractor is aware that Prevailing Wage Rates may apply to some or all work performed on this contract. It is the contractor's responsibility to comply with these requirements and to assure compliance by his/her subcontractors and/or lower tier subcontracts required by this contract.

SECTION 3 - GENERAL CONDITIONS

1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.

3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.

4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.

5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.

6) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation.

Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.

7) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

8) **CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications.

The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

9) **DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

10) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

11) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

12) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

13) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, et cetera.

14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

15) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.

16) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.

Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.

The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.

The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

18) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for

the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.

20) **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

21) **LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.

22) **MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.

23) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

24) **NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.

25) **PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

26) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

28) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.

The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.

Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

29) **TAX:** The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

30) **TRANSFER OF OWNERSHIP OR ASSIGNMENT:** The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

31) **WARRANTY:** Complete warranty information detailing period and coverage must be submitted.

SECTION 4 - SPECIAL CONDITIONS

1) **ACCURACY DISCLAIMER:** The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) **ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) CONTRACT TERM AND RENEWAL

This contract shall be effective for a one (1) year term period.

The contract shall be subject to three (3) additional one year term period provided there is no change in the terms, conditions, specifications and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

4) **SPLIT BIDS:** Contractors may bid on one or more categories. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

5) **CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a) The Contractor provides material that does not meet the specifications of this contract.
- b) The Contractor fails to adequately perform the services set forth of this contract.
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract.
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies:

- a) Cancel the contract.
- b) Reserve all rights or claims of damage for breach or any covenants of the contract.
- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

6) **PRICING:** DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor after reviewing all national purchasing cooperative pricing programs available for the County to participate in.

7) DELIVERY REQUIREMENTS:

All purchases must be delivered to the receiving dock, or as otherwise specified by Buyer.

- a) All deliveries shall be made Monday through Friday between the hours of 7:00 a.m. and 2:00 p.m.

- b) Seller will notify Buyer if Seller is not able to fulfill the complete Purchase Order by the requested date in the stated quantities. Buyer will then determine whether the changes are acceptable or if the Purchase Order will be cancelled and issued to a different supplier.
- c) Seller will notify Buyer before making any changes or substitutions of materials and quantities specified on the Purchase Order with cost of cover to be paid by Seller.
- d) Contractor shall supply and pick up pallets at no additional cost to the County of DuPage. Drivers will be instructed that they must pick up pallets.
- e) Orders will be placed 2 (2) working days in advance of the due date.
- f) Conveyor Requirements are required.
- g) All items will be in full cartons.

EXTENDED WARRANTY OPTIONS: Attach additional information, if available, to your bid submittal.

PAYMENTS: Separate invoices shall be required for each County of DuPage department participating in the purchase.

CREDIT MEMOS: Must be on an original form with date of return, descriptions of items and prices noted.

QUALITY: All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.

THIRD PARTY AGREEMENT: The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.

PERFORMANCE AND PAYMENT BONDS: Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened. Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating. If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages. The Contractor shall within 15 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

SECTION 5 – INSURANCE REQUIREMENTS

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE	MINIMUM LIMITS LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability A. Each Accident & Disease	\$1,000,000
3. *Commercial General Liability	\$2,000,000
4. *Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	\$4,000,000
5. *Business Auto Liability	\$1,000,000
* ALSO Required in addition to a Certificate of Insurance 1) An Additional Insured Endorsement as well as endorsements for: 2) Waiver of Subrogation and 3) Insurance is Primary and Non-Contributory to additional insured insurance coverage	

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

- It is the responsibility of Proposer to provide a copy of this BID to their insurance
- It may also be required that the Proposer's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: donna.weidman@dupageco.org.

The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE: The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

INSURANCE RATING: All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL: The Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

RIGHTS RETAINED: Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.

SECTION 6 – STATEMENT OF WORK/SPECIFICATIONS

This bid is to furnish and deliver bulk rock salt for snow and ice control, in accordance with the AASHTO Specification M143, Sodium Chloride Type 1, Grade 1. Bulk rock salt shall be 95 to 98 percent pure sodium chloride. Maximum moisture content shall be no more than two and a half percent (2.5%).

Bulk rock salt not meeting the standards listed in these Specifications shall be subject to rejection by DuPage County.

BID AWARD CRITERIA:

DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 130%-150% range, in the event of a tie.

Group 2 will be awarded by each individual agency/township/municipality.

COUNTY AUTHORIZED REPRESENTATIVE:

Post contract award, the County authorized representative for this bid is Michael Figuray, 630-407-6924 or authorized designee.

DELIVERY REQUIREMENTS:

Orders are generally expected to be received within three (3) working days from date of order.

Normal deliveries shall be made between the hours of 7:00 a.m. and 1:00 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

All order releases shall be delivered to completion, unless mutually agreed upon by the County of DuPage and the awarded Contractor.

All salt deliveries shall be made with trucks equipped with tailgate dump trailers.

All trucks shall be covered with approved waterproof material. The contractor will ensure that upon delivery, the driver shall inspect the inside of the trailer and will confirm that all salt has been removed from the trailer before leaving the point of delivery. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct. DuPage County Division of Transportation reserves the right to require that delivery trucks be directed to a scale in the vicinity to check the accuracy of loads being delivered.

The actual tonnage delivered by the Contractor shall be within 20 (twenty) tons of the requested tonnage for each order.

The Contractor shall notify the Division of Transportation and any participating municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well. Ultimately, all delivery responsibility will fall upon the Awarded Contractor. It will be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals.

Deliveries of rock salt will be required to be free of any foreign materials (i.e. mud, rocks, wood, tarpaulins, etc.). Cause for rejection and removal shall be made known within two (2) working days to the Contractor. Loads contaminated with foreign material will be replaced at the Contractor's expense within five (5) working days.

All salt is to be lump free. No salt with lumps larger than two (2) inches in diameter will be accepted. Loads with lumps larger than two (2) inches shall be replaced at the Contractor's expense within five (5) working days.

INVOICING:

Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

LIQUIDATED DAMAGES:

From December 1, 2022 through April 30, 2023, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage

County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

Group 1 - DuPage County will place a minimum of 500 tons at a given time. All individual releases will be placed with the terminal.

Group 2 - 500 ton minimum will be waived. All individual releases will be placed with the terminal.

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2022. All salt will be delivered by May 31, 2023. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

See Bid Pricing in Section 7 for quantities and locations.

DuPage County Division of Transportation has included a quantity which is an estimate only, for Standard Delivery. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Agency/Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/22. Bidders are required to provide a unit price for this 100% guaranteed delivery. (EARLY DELIVERY). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

THIRD PARTY OR ACTING IN THE BEST INTEREST OF THE CITIZENS OF DUPAGE COUNTY:

In cases where other governmental agencies in DuPage County are unable to obtain bulk rock salt, DuPage County Division of Transportation reserves the rights and obligation to sell salt or give salt (to be reimbursed at a later date) to governmental agencies without any recourse from the Awarded Contractor. This will be done at the contracted cost given to DuPage County Division of Transportation by the Awarded Contractor and at no time shall a profit be made by DuPage County Division of Transportation.

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2022. This requirement shall be fulfilled each December 1st, with each contract renewal.

DuPage County reserves the right to inspect the awarded Contractor's local terminal to verify for quantity and condition of salt, as required in the Specifications.

USAGE REPORTS: Vendor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the vendor's name, item number and term of contract at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

DELIVERY LOCATION	DELIVERY DATE	DELIVERY TICKET NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
-------------------	---------------	------------------------	-----------------	------------	-----------

Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports are to be forwarded to:	DuPage County Division of Transportation Roula Eikosidekas 140 North County Farm Road Wheaton, IL 60187
---	--

VENDOR QUALIFICATIONS:

Vendor will provide a general history, description and status of their Company.

SECTION 7 - BID FORM PRICING

GROUP 1 – DUPAGE COUNTY

All Product to be shipped F.O.B. Delivered, freight prepaid, 140 N. County Farm Road, Wheaton, IL 60187 or 7900 S. Rt. 53, Woodridge, IL 60517.

ITEM	UOM	QTY	PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	15,000	\$ 75.88	\$ 1,138,200.00
GRAND TOTAL (In words) One million, one hundred thirty-eight thousand, two hundred dollars and zero cents				

UNIT COST PER TON FOR QUANTITIES BETWEEN 131% AND 150% OF PROJECTED USAGE

\$ 85.88 PER TON

STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. The DuPage County Division of Transportation agrees to purchase at least 80% of the quantity shown. If DuPage County does not utilize or order the 80%, DuPage County will pay for the 80% and it will be stored at the terminal, for delivery to the County at a later date. This will be handled at no additional charge to the County.

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid. The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 15 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

SHIPPING AND BILLING INFORMATION FOR GROUP 1:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Division of Transportation Attn: Jason Walsh 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 Jason.Walsh@dupageco.org
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Public Works Attn: Jason Walsh 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org

GROUP 2 – AGENCY/TOWNSHIPS/MUNICIPALITIES

All Product to be shipped F.O.B. Delivered, freight prepaid, to the locations listed. Each Agency/Township/Municipality will make an independent determination on whether it will enter into this agreement with the Awarded Contractor.

A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30, 2022

ITEM	UOM	QTY	PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	6,000	\$ 75.88	\$ 455,280.00
GRAND TOTAL (In words) Four hundred fifty-five thousand, two hundred eighty dollars and zero cents				

B – STANDARD DELIVERY – Bidders are required to provide a unit price for 80% to 130% of the estimated quantity. If the Agency/Township/Municipality agrees to enter into an agreement with the Awarded Contractor, the Township/Municipality agrees to purchase at least 80% of the quantity shown. If the Agency/Township/ Municipality does not utilize or order the 80%, the Agency/Township/ Municipality will pay for the 80% and it will be stored at the terminal, for delivery to the Agency/Township/ Municipality at a later date. This will be handled at no additional charge to the Contracting Agency/Township/Municipality.

ITEM	UOM	QTY	PRICE	EXTENDED PRICE
BULK ROCK SALT	TON	61,170	\$ 75.88	\$ 4,641,579.60
GRAND TOTAL (In words) Four million, six hundred forty-one thousand, five hundred seventy-nine dollars and sixty cents				

UNIT COST PER TON FOR QUANTITIES BETWEEN 131% AND 150% OF PROJECTED USAGE

\$ 85.88 PER TON

LOCATION	BILL TO	SHIP TO	UOM	Group 2A 100% Confirmed Quantities – Delivery is no later than 11/30/2022	Group 2B 80-130% Estimated Quantities – Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	700
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101- 4331	1491 W. Jeffrey Drive Addison, IL 60101-4331	TON	0	2,200
Aurora, City of	44 E. Downer Place Aurora, IL 60507	City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 or 2112 Montgomery Rd Aurora, IL 60504	TON	0	7,500
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103	TON	0	400
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106	TON	0	1,000
Bloomingtondale Township	6N030 Rosedale Ave. Bloomingtondale, IL 60108	6N030 Rosedale Ave. Bloomingtondale, IL 60108	TON	0	1,700
Bloomingtondale, Village of	201 S. Bloomingtondale Rd Bloomingtondale, IL 60108	305 Glen Ellyn Road Bloomingtondale, IL 60108	TON	0	1,300
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	2,000
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	600
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	0	3,000
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	2,500	0
DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120

Elmhurst, City of	209 N York St, Elmhurst, IL 60126	985 S Riverside Dr, Elmhurst, IL 60126	TON	0	3,000
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,700
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	700
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	1,000
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,800
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	2,700
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,600
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400
Naperville, City of	180 Fort Hill Drive, Naperville, IL 60540	180 Fort Hill Drive, Naperville, IL 60540 OR 3816 Plainfield/Naperville Rd Naperville	TON	0	6,000
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	550
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	3,500	3,000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181	TON	0	600
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	400
West Chicago, City of	475 Main St. West Chicago, IL 60185	135 W. Grandlake Blvd. West Chicago, IL OR 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	TON	0	3,500

Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	2,000
Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	0	900
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	500
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	500
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 OR 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	1,700
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000
TOTAL TONS				6,000	61,170

SECTION 8 - BID FORM SIGNATURE PAGE

The Contractor agrees to provide the service, and/or supplies as described in this solicitation and subject, without limitation, to all specifications, terms, and conditions herein contained. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.

X Anthony Patton
Anthony Patton (Apr 26, 2022 13:26 CDT)

(Signature and Title)

Anthony T. Patton, Director, Bulk Deicing US Government Sales



CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED (WITH SEAL) FOR CONSIDERATION

Subscribed and sworn to before me this 26TH day of April AD, 20 22

Meredith Kerr My Commission Expires: 11/09/2022
(Notary Public)



SEAL

**SECTION 9 - MANDATORY FORM
BULK ROAD SALT 22-044-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Morton Salt, Inc.		
Main Business Address	444 West Lake Street, Suite 3000		
City, State, Zip Code	Chicago, IL 60606		
Telephone Number	855-665-4540	Email Address	bids@mortonsalt.com
Bid Contact Person	Anthony T. Patton, Director, Bulk Deicing US Government Sales		

The undersigned certifies that he is:

- the Owner/Sole Proprietor
 a Member authorized to sign on behalf of the Partnership
 an Officer of the Corporation
 a Member of the Joint Venture

Herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

_____	_____
(President or Partner)	(Vice-President or Partner)
*Please see Attached officer's list	
_____	_____
(Secretary or Partner)	(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Officer, DuPage County, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including

Addenda No. 1, _____, _____, and _____ issued thereto.

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus, and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33 E-4, bid rigging or bid-rotating, or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the Bidder certifies that he has provided equipment, supplies, or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Morton Salt, Inc. Officers as of January 1, 2022

Mark Demetree - Chief Executive Officer

Mitchell Dascher - President, Highway & Chemical

James Heard - President, Consumer & Industrial

Michael Lenox - Senior Vice President & Chief Financial Officer

Bradley Bacon - Senior Vice President, Chief Administrative Officer, General Counsel & Secretary

Ken Grimm - Vice President, North American Mining Operations

Thomas Giotto - Senior Vice President & Chief Human Resources Officer

Jennifer McCormick - Vice President, Sales & Marketing

Steven Briggs - Vice President, US Sales & Marketing

Alan Pramann - Vice President, Tax

Kyle White – Treasurer and Vice President, Finance

Kari Lowry -Vice President, Corporate Controller

Winnie Kuo - Assistant Secretary

Scott Schlautman - Assistant Secretary

Morton Salt, Inc. Directors as of January 1, 2022

Adam Cohn

Mark Demetree

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Morton Salt Customer Service	NAME	Morton Salt, Inc.
CONTACT		CONTACT	
ADDRESS	444 West Lake Street, Suite 3000	ADDRESS	DEPT CH 19973
CITY ST ZIP	Chicago, IL 60606	CITY ST ZIP	Palatine, IL 60055-9973
TX	855-665-4540	TX	
FX	630-214-0725	FX	
EMAIL	buyroadsalt@mortonsalt.com	EMAIL	

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DELIVERED (FREIGHT INCLUDED IN PRICE)

REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

1. IRS FORM W-9

This form can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

This form can be found attached, or at the following link: <https://www.dupageco.org/Finance/Procurement/1316/>

3. JOINT PURCHASING AGREEMENT

This form can be found attached.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Morton Salt, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
444 West Lake Street

6 City, state, and ZIP code
Chicago, IL 60606

7 List account number(s) here (optional)

Requester's name and address (optional)
County of DuPage
Finance Department
421 N County Farm Rd
Wheaton, IL 60187-3978

Print or type. See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

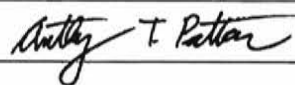
Social security number									
			-						
or									
Employer identification number									
2	7	-	3	1	4	6	1	7	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 4/26/2022
-----------	--	------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

Date: 4/26/2022

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Bid/Contract/PO #: _____

Company Name: Morton Salt, Inc.	Company Contact: Andrew Lorenzini
Contact Phone: 312-807-2859	Contact Email: alorenzini@mortonsalt.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

- Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

NONE (check here) - If no contributions have been made

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

NONE (check here) - If no contacts have been made

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- if information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupage.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: Anthony Patton
Anthony Patton (Apr 26, 2022 13:26 CDT)

Printed Name: Anthony T. Patton

Title: Director, Bulk Deicing US Government Sales

Date: 4/26/2022

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1** (total number of pages)

JOINT PURCHASING AGREEMENT

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.? The approximate quantity usage is unknown.

YES X NO _____

State any other requirements that they would have to meet beyond that of our Bid invitation and specification.

Other taxing bodies located in DuPage County are allowed to join by mutual agreement between the individual taxing body and Morton Salt, Inc.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

SECTION 10 - REFERENCES

The bidder must list three (3) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material, or services for a period of not less than six (6) months.

COMPANY NAME:	City of Chicago
ADDRESS:	121 N. LaSalle Street, Rm. 806,
	Chicago, IL 60602
CONTACT PERSON:	Tom Pasciak
TELEPHONE NUMBER:	312-744-5098

COMPANY NAME:	Cook County
ADDRESS:	121 N. LaSalle Street,
	Chicago, IL 60602
CONTACT PERSON:	Bill Kelly
TELEPHONE NUMBER:	312-603-3948

COMPANY NAME:	Lake County Co-Op
ADDRESS:	600 West Winchester Road
	Libertyville, IL 60048
CONTACT PERSON:	Rich McMorris
TELEPHONE NUMBER:	847-377-7457

SAMPLE
SECTION 11 - SAMPLE CONTRACT AGREEMENT
CONTRACT 21-105-PW BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this _____ day of _____, 2022, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____, _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid 21-105-PW for its Department of Public Works, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under the terms of the Bid and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a Project Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Insurance/Bonding Requirements and Certificates
 - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.h Exhibits
 - 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a one year period beginning on 04/01/2022 and continuing through 03/31/2023.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

- 4.0 **BID PRICES AND PAYMENT**
 - 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
 - 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.
- 5.0 **AMENDMENTS**
 - 5.1 This Contract may be amended by agreement of both parties.
 - 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.
- 6.0 **CONTRACT ENFORCEMENT – ATTORNEY’S FEES**
 - 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
- 7.0 **SEVERABILITY CLAUSE**
 - 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.
- 8.0 **GOVERNING LAW**
 - 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.
- 9.0 **ENTIRE AGREEMENT**
 - 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
 - 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____
SIGNATURE

Christopher Kopp
PRINTED NAME

Chief Procurement Officer
PRINTED TITLE

DATE

By: _____
SAMPLE CONTRACT – DO NOT SIGN
SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

SECTION 12 - OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

INVITATION #: 22-044-DOT
DESCRIPTION: BULK ROAD SALT
OPENING DATE: 04/27/2022
OPENING TIME: 02:00 P.M.
COMPANY NAME: Morton Salt, Inc.

DATED MATERIAL - DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE
OF YOUR PROPOSAL TO ENSURE PROPER DELIVERY!



Safety Data Sheet

Section 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1 Product identifier

- Product Name** ● **Safe-T-Salt**
- Synonyms** ● Bulk Safe-T-Salt; Bulk Safe-T-Salt (Blue); Bulk Safe-T-Salt (Solar); Safe-T-Salt (bagged with YPS)

CAS Number ● 7647-14-5

SDS Number/Grade ● 91006

1.2 Relevant identified uses of the substance or mixture and uses advised against

Relevant identified use(s) ● Ice Control

1.3 Details of the supplier of the safety data sheet

- Manufacturer** ● Morton Salt, Inc.
444 W. Lake St.
Chicago, IL 60606
United States
- saltinfo@mortonsalt.com
- Telephone (General)** ● 312-807-2000

1.4 Emergency telephone number

Manufacturer ● 312-807-2000

Section 2: Hazards Identification

EU/EEC

According to EU Directive 1272/2008 (CLP)/REACH 1907/2006 [amended by 453/2010]
According to EU Directive 67/548/EEC (DSD) or 1999/45/EC (DPD)

2.1 Classification of the substance or mixture

- CLP** ● Not classified
- DSD/DPD** ● Not classified

2.2 Label Elements

- CLP**
- Hazard statements** ● No label element(s) specifically required
- DSD/DPD**
- Risk phrases** ● No label element(s) specifically required

2.3 Other Hazards

- CLP** ● According to Regulation (EC) No. 1272/2008 (CLP) this material is not considered hazardous.

DSD/DPD

- According to European Directive 1999/45/EC this preparation is not considered dangerous.

United States (US)

According to OSHA 29 CFR 1910.1200 HCS

2.1 Classification of the substance or mixture

OSHA HCS 2012

- Not classified

2.2 Label elements

OSHA HCS 2012

Hazard statements ● No label element(s) specifically required

2.3 Other hazards

OSHA HCS2012

- This product is not considered hazardous under the U.S. OSHA 29 CFR 1910.1200 Hazard Communication Standard.

Canada

According to WHMIS

2.1 Classification of the substance or mixture

WHMIS

- Not classified

2.2 Label elements

WHMIS

- No label element(s) specifically required

2.3 Other hazards

WHMIS

- In Canada, the product mentioned above is not considered hazardous under the Workplace Hazardous Materials Information System (WHMIS).

Section 3 - Composition/Information on Ingredients**3.1 Substances**

- Material does not meet the criteria of a substance in accordance with Regulation (EC) No 1272/2008.

3.2 Mixtures

Composition					
Chemical Name	Identifiers	%	LD50/LC50	Classifications According to Regulation/Directive	Comments
Sodium chloride	CAS:7647-14-5 EC Number:231-598-3	96% TO 99%	Ingestion/Oral-Rat LD50 = 3000 mg/kg	EU DSD/DPD: Not Classified - Criteria not met EU CLP: Not Classified - Criteria not met OSHA HCS 2012: Not Classified - Criteria not met	May contain small quantities of naturally occurring calcium and magnesium salts
Yellow Prusslate of Soda	CAS:13601-19-9 EC Number:	<0.01%	NDA	EU DSD/DPD: Data lacking EU CLP: Data lacking OSHA HCS 2012: Data lacking	NDA

Prussian Blue	CAS:14038-43-8 EC Number:	<0.01%	NDA	EU DSD/DPD: Self Classified - Xi, R36 EU CLP: Self Classified - Eye Irrit. 2, H319 OSHA HCS 2012: Eye Irrit. 2	Only in Safe-T-Saltw/Blue
---------------	------------------------------	--------	-----	--	---------------------------

Section 4 - First Aid Measures

4.1 Description of first aid measures

- Inhalation**
- Move victim to fresh air. Administer oxygen if breathing is difficult. Give artificial respiration if victim is not breathing.
- Skin**
- IF ON SKIN: Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention.
- Eye**
- In case of contact with substance, immediately flush eyes with running water for at least 20 minutes. If eye irritation persists: Get medical advice/attention.
- Ingestion**
- If large quantities are swallowed, call a physician immediately.

4.2 Most important symptoms and effects, both acute and delayed

- Refer to Section 11 - Toxicological Information.

4.3 Indication of any immediate medical attention and special treatment needed

- Notes to Physician**
- All treatments should be based on observed signs and symptoms of distress in the patient. Consideration should be given to the possibility that overexposure to materials other than this product may have occurred.

Section 5 - Firefighting Measures

5.1 Extinguishing media

- Suitable Extinguishing Media**
- Material is non-combustible. In case of fire use media as appropriate for surrounding fire.
- Unsuitable Extinguishing Media**
- No data available.

5.2 Special hazards arising from the substance or mixture

- Unusual Fire and Explosion Hazards**
- No unusual fire or explosion hazards known.
- Hazardous Combustion Products**
- No data available

5.3 Advice for firefighters

- Structural firefighters' protective clothing will only provide limited protection. Wear positive pressure self-contained breathing apparatus (SCBA).

Section 6 - Accidental Release Measures

6.1 Personal precautions, protective equipment and emergency procedures

- Personal Precautions**
- Wear suitable protective clothing, gloves, and eye/face protection.
- Emergency Procedures**
- Stop leak if you can do it without risk. Keep unauthorized personnel away. Use normal clean up procedures.

6.2 Environmental precautions

- None expected to be necessary if material is used under ordinary conditions and as recommended.

6.3 Methods and material for containment and cleaning up

Containment/Clean-up Measures

- Carefully shovel or sweep up spilled material and place in suitable container.

6.4 Reference to other sections

- Refer to Section 8 - Exposure Controls/Personal Protection and Section 13 - Disposal Considerations.

Section 7 - Handling and Storage

7.1 Precautions for safe handling

Handling

- Use good safety and industrial hygiene practices. Wash thoroughly after handling. Keep out of reach of children.

7.2 Conditions for safe storage, including any incompatibilities

Storage

- Avoid storage with strong acids and strong oxidizing agents. Store in a dry place.

Incompatible Materials or Ignition Sources

- Strong oxidizing agents, strong acids.

7.3 Specific end use(s)

- Refer to Section 1.2 - Relevant identified uses.

Section 8 - Exposure Controls/Personal Protection

8.1 Control parameters

Exposure Limits/Guidelines					
	Result	Canada Quebec	Germany DFG	Mexico	OSHA
Yellow Prusslate of Soda as Cyanide compounds	TWAs	Not established	Not established	5 mg/m ³ TWA LMPE-PPT (as CN) as Cyanide compounds	5 mg/m ³ TWA (as CN) as Cyanide compounds
	Ceilings	10 ppm Ceiling (as CN); 11 mg/m ³ Ceiling (as CN) as Cyanide compounds	2 mg/m ³ Peak (inhalable fraction, as CN) as Cyanide compounds	Not established	Not established
	MAKs	Not established	2 mg/m ³ TWA MAK (inhalable fraction, as CN) as Cyanide compounds	Not established	Not established

Exposure Control Notations

Germany DFG

*Yellow Prusslate of Soda as Cyanide Compounds: **Pregnancy:** (no risk to embryo/fetus if exposure limits adhered to (calculated as CN)) | **Skin:** (skin notation)

8.2 Exposure controls

Engineering Measures/Controls

- Adequate ventilation systems as needed to control concentrations of airborne contaminants below applicable threshold limit values.

Personal Protective Equipment

Respiratory

- In case of insufficient ventilation, wear suitable respiratory equipment.

Eye/Face

- Wear safety glasses.

Skin/Body

- Wear appropriate gloves.

General Industrial Hygiene Considerations

- Do not get in eyes or on skin or clothing. Handle in accordance with good industrial hygiene and safety practice.

Environmental Exposure Controls

- Follow best practice for site management and disposal of waste.

Key to abbreviations

PEL = Permissible Exposure Level determined by the Occupational Safety and Health Administration (OSHA)

TWA = Time-Weighted Averages are based on 8h/day, 40h/week exposures

OSHA = Occupational Safety and Health Administration

Section 9 - Physical and Chemical Properties

9.1 Information on Physical and Chemical Properties

Material Description			
Physical Form	Solid	Appearance/Description	Colorless, white or multicolored crystals.
Color	Colorless, white or multicolored.	Odor	Odorless
Particulate Type	Dust Crystalline	Particulate Size	Variable
Odor Threshold	Data lacking		
General Properties			
Boiling Point	1413 C(2575.4 F)	Melting Point	801 C(1473.8 F)
Decomposition Temperature	Data lacking	pH	5 to 8
Specific Gravity/Relative Density	2.165 Water=1	Water Solubility	Soluble 0.36 g/cc @ 20 C(68 F)
Viscosity	Not relevant	Explosive Properties	Not relevant.
Oxidizing Properties:	Not relevant.		
Volatility			
Vapor Pressure	1 mmHg (torr) @ 865 C(1589 F) Not relevant	Vapor Density	Data lacking
Evaporation Rate	Data lacking		
Flammability			
Flash Point	Not relevant	UEL	Not relevant
LEL	Not relevant	Autoignition	Not relevant
Flammability (solid, gas)	Notflammable.		
Environmental			
Octanol/Water Partition coefficient	Data lacking		

9.2 Other Information

- No additional physical and chemical parameters noted.

Section 10: Stability and Reactivity

10.1 Reactivity

- No dangerous reaction known under conditions of normal use.

10.2 Chemical stability

- Stable

10.3 Possibility of hazardous reactions

- Hazardous polymerization will not occur.

10.4 Conditions to avoid

- Incompatible materials.

10.5 Incompatible materials

- Strong oxidizing agents, strong acids.

10.6 Hazardous decomposition products

- Will react with strong acids to generate hydrogen chloride and with strong oxidizing agents to generate chlorine gas. Yellow Prussiate of Soda (YPS) may decompose when in contact with strong acids releasing hydrogen cyanide gas.

Section 11 - Toxicological Information

11.1 Information on toxicological effects

GHS Properties	Classification
Acute toxicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Aspiration Hazard	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Carcinogenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Germ Cell Mutagenicity	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin corrosion/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Skin sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-RE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
STOT-SE	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Toxicity for Reproduction	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Respiratory sensitization	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met
Serious eye damage/Irritation	EU/CLP • Classification criteria not met OSHA HCS 2012 • Classification criteria not met

Potential Health Effects

Inhalation

Acute (Immediate)

- Under normal conditions of use, no health effects are expected. Inhalation of dust may cause mild irritation to mucous membranes, nose and throat. Symptoms may include coughing, dryness and sore throat.

Chronic (Delayed)

- No data available.

Skin

Acute (Immediate)

- Under normal conditions of use, no health effects are expected.

Chronic (Delayed)

- No data available.

Eye

Acute (Immediate)

- Based upon practical use and experience using this product eye irritation is not expected to occur.

Chronic (Delayed)

- No data available.

Ingestion

- Acute (Immediate)** ● Ingestion may cause the following symptoms -diarrhea.
- Chronic (Delayed)** ● No data available.

Key to abbreviations

LD = Lethal Dose

Section 12 - Ecological Information**12.1 Toxicity**

- Material data lacking.

12.2 Persistence and degradability

- Material data lacking.

12.3 Bioaccumulative potential

- Material data lacking.

12.4 Mobility in Soil

- Material data lacking.

12.5 Results of PBT and vPvB assessment

- No PBT and vPvB assessment has been conducted.

12.6 Other adverse effects

- No studies have been found.

Section 13 - Disposal Considerations**13.1 Waste treatment methods**

- Product waste** ● Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.
- Packaging waste** ● Dispose of content and/or container in accordance with local, regional, national, and/or international regulations.

Section 14 - Transport Information

	14.1 UN number	14.2 UN proper shipping name	14.3 Transport hazard class(es)	14.4 Packing group	14.5 Environmental hazards
DOT	NDA	Not regulated	NDA	NDA	NDA
TDG	NDA	Not regulated	NDA	NDA	NDA
IMO/IMDG	NDA	Not regulated	NDA	NDA	NDA
IATA/ICAO	NDA	Not regulated	NDA	NDA	NDA

- 14.6 Special precautions for user** ● None known.

- 14.7 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC** ● Not relevant.

Code

Section 15 - Regulatory Information

15.1 Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Hazard Classifications • None

State Right To Know				
Component	CAS	MA	NJ	PA
Sodium chloride	7647-14-5	No	No	No
Prussian Blue	14038-43-8	No	No	No
Yellow Prussiate of Soda	13601-19-9	No	Yes	Yes

Inventory						
Component	CAS	CanadaDSL	Canada NDSL	China	EUEINECS	EU ELNICS
Sodium chloride	7647-14-5	Yes	No	Yes	Yes	No
Prussian Blue	14038-43-8	Yes	No	Yes	Yes	No
Yellow Prussiate of Soda	13601-19-9	Yes	No	Yes	Yes	No

Inventory (Con't.)				
Component	CAS	Japan ENCS	Korea KECL	TSCA
Sodium chloride	7647-14-5	Yes	Yes	Yes
Prussian Blue	14038-43-8	No	Yes	Yes
Yellow Prussiate of Soda	13601-19-9	Yes	Yes	Yes

Australia

Labor

Australia - Work Health and Safety Regulations - Hazardous Substances Requiring Health Monitoring

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5 Not Listed

Australia - High Volume Industrial Chemicals List

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Not Listed
- Sodium chloride 7647-14-5

Australia - List of Designated Hazardous Substances - Classification

- Prussian Blue 14038-43-8 Not Listed
- Yellow Prussiate of Soda 13601-19-9 Not Listed
- Yellow Prussiate of Soda as Cyanide compounds Self classification required
- Sodium chloride 7647-14-5 Not Listed

Environment

Australia - National Pollutant Inventory (NPI) Substance List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Australia - Ozone Protection Act - Scheduled Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Australia - Priority Existing Chemical Program

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Canada**Labor****Canada - WHMIS - Classifications of Substances**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Uncontrolled product according to WHMIS classification criteria

Canada - WHMIS - Ingredient Disclosure List

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Environment**Canada - CEPA - Priority Substances List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Europe**Other****EU - CLP (1272/2008) - Annex VI - Table 3.2 - Classification**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Concentration Limits

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Labelling

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Notes - Substances and Preparations

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

EU - CLP (1272/2008) - Annex VI - Table 3.2 - Safety Phrases

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Mexico**Other****Mexico - Hazard Classifications**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Mexico - Regulated Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

United States**Labor****U.S. - OSHA - Process Safety Management - Highly Hazardous Chemicals**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - OSHA - Specifically Regulated Chemicals

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

Environment**U.S. - CAA (Clean Air Act) - 1990 Hazardous Air Pollutants**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		(XCN where X=H or any other group where a formal dissociation may occur. For example KCN or Ca[CN]2)
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Hazardous Substances and their Reportable Quantities

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Radionuclides and Their Reportable Quantities

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances EPCRA RQs

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 302 Extremely Hazardous Substances TPQs

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 313 - Emission Reporting

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds	1.0 % de minimis concentration (X+CN- where X = H+ or any other group where a formal dissociation can be made. For example KCN or Ca(CN) ₂ . Chemical Category N106)	
• Sodium chloride	7647-14-5	Not Listed

U.S. - CERCLA/SARA - Section 313 - PBT Chemical Listing

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - RCRA (Resource Conservation & Recovery Act) - Phase 4 LDR Rule - Universal Treatment Standards

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds	1.2 mg/L (total, wastewater); 590 mg/kg (total, nonwastewater); 0.86 mg/L (amenable, wastewater); 30 mg/kg (amenable, nonwastewater)	
• Sodium chloride	7647-14-5	Not Listed

United States -California**Environment****U.S. - California - Proposition 65 - Carcinogens List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prussiate of Soda	13601-19-9	Not Listed
• Yellow Prussiate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Developmental Toxicity

• Prussian Blue	14038-43-8	Not Listed
-----------------	------------	------------

• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Maximum Allowable Dose Levels (MADL)

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - No Significant Risk Levels (NSRL)

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity -Female

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

U.S. - California - Proposition 65 - Reproductive Toxicity -Male

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

United States - Pennsylvania**Labor****U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List**

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		
• Sodium chloride	7647-14-5	Not Listed

U.S. - Pennsylvania - RTK (Right to Know) - Special Hazardous Substances

• Prussian Blue	14038-43-8	Not Listed
• Yellow Prusslate of Soda	13601-19-9	Not Listed
• Yellow Prusslate of Soda as Cyanide compounds		Not Listed
• Sodium chloride	7647-14-5	Not Listed

15.2 Chemical Safety Assessment

- No Chemical Safety Assessment has been carried out.

Section 16 - Other Information**Last Revision Date**

- 17/Nov./2017

Preparation Date

- 4/Jan/2010

Disclaimer/Statement of Liability

- The responsibility to provide a safe workplace remains with the user. The user should consider the health hazards and safety information contained herein as a guide and should take those precautions required in an individual operation to instruct employees

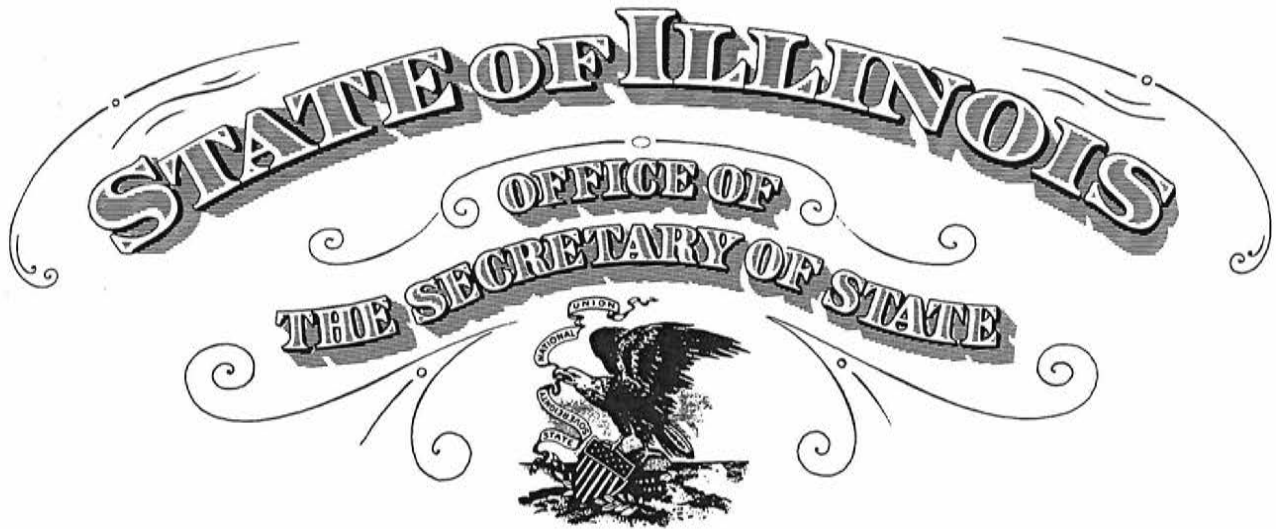
and develop work practice procedures for a safe work environment. The information contained herein is, to the best of our knowledge and belief, accurate. However, since the conditions of handling and use are beyond our control, we make no guarantee of results, and assume no liability for damages incurred by use of this material. It is the responsibility of the user to comply with all applicable federal, state, and local laws and regulations. Nothing contained herein is to be construed as a recommendation for use in violation of any patents or of applicable laws or regulations.

Key to abbreviations

NDA = No data available

File Number

6724-732-9



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

MORTON SALT, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON AUGUST 25, 2010, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 2ND day of FEBRUARY A.D. 2022 .

Jesse White

SECRETARY OF STATE

CERTIFICATION

The undersigned, being the Secretary of Morton Salt, Inc., a Delaware corporation (the "Company"), hereby certifies that:

- i. As of the date hereof, Mitchell Dascher is President, Highway & Chemical of the Company;
- ii. Pursuant to the bylaws of the Company and the corporate resolutions adopted by Board of Directors of the Company on August 13, 2021 appointing Mr. Dascher as an officer of the Company, Mr. Dascher is authorized to approve and execute (and to delegate his authority to execute) all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and the bylaws and said resolutions remain in full force and effect as of the date hereof; and
- iii. Mr. Dascher has delegated to Anthony Patton, Director, Bulk Deicing U.S. Government Sales of the Company, Mr. Dascher's authority to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company, and a true and correct copy of the delegation of authority to Mr. Patton dated September 1, 2021 is attached as Exhibit A hereto and remains in full force and effect as of the date hereof.

DATED: 4/26/2022



Brad Bacon
Secretary
Morton Salt, Inc.



EXHIBIT A

DELEGATION OF AUTHORITY

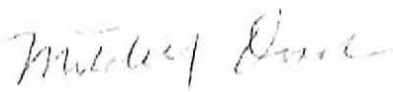
TO: Anthony Patton
Director, Bulk Deicing U.S. Government Sales

Pursuant to the authority granted to me as an officer of Morton Salt, Inc. (the "Company") per the Bylaws of the Company and by the resolutions adopted by the Board of Directors of the Company on August 13, 2021;

You are hereby designated as a person authorized to execute all bids, sales contracts and related documents for the sale of bulk deicing or ice control products by the Company; being subject to any applicable limitations set forth in Company policies; and being in effect only for so long as you continue to hold your current title noted above, unless earlier superseded, withdrawn, amended or terminated.

Effective Date: September 1, 2021

Signed:


Mitchell Dascher
President, Highway & Chemical
Morton Salt, Inc.

RESOLUTION NO. _____

A RESOLUTION FOR THE REQUIRED BALANCE PURCHASE OF THE 21/22 ROCK SALT CONTRACT AGREEMENT WITH COMPASS MINERALS IN AN AMOUNT NOT TO EXCEED \$51,924

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

SECTION 1: The City Council of the City of Darien does hereby authorize the required balance purchase of the 21/22 rock salt contract agreement with Compass Minerals in an amount not to exceed \$51,924.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of August 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 1st day of August 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
August 1, 2022

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2022/23 Rock Salt Agreement.

RESOLUTION

BACKGROUND/HISTORY

The Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. The School District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The School District has estimated that they will require approximately 8 tons for the winter season. The City of Darien would be reimbursed by the School District at a unit cost of \$75.88 per ton for a total amount of approximately \$607.04 pending final quantities. The proposed salt quantities will not have any impact to the City's contract with the supplier.

COMMITTEE RECOMMENDATION

Staff recommends signing the Intergovernmental Agreement.

This item is being presented prior to the City Council Meeting on August 1, 2022. Chairman Belczak will be presenting the recommendation to the City Council.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the August 1, 2022 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66
FOR ROCK SALT**

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and Center Cass School District #66 concerning the purchase of rock salt, a copy of which is attached hereto as "[Exhibit A](#)," and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

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

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Center Cass School District #66 Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 1st day of August 2022.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 1st day of August 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this ____ day of ____, 2022, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and Center Cass School District #66, an Illinois municipal corporation, (hereinafter the “School District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City desires to assist the School District by allowing the School District to purchase rock salt from the Public Works facility for an estimated cost of \$607.04 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;
NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2023 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:
 - a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for District 66:

Center Cass School District #66
699 Plainfield Road
Downers Grove, Illinois 60516
Attn: Superintendent

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this ____ day of _____, 2022.

CITY OF DARIEN

BY: _____
Joseph Marchese, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

CENTER CASS SCHOOL DISTRICT #66

BY: _____
Superintendent
Center Cass School District #66

ATTEST: _____
Secretary, School District

AGENDA MEMO
City Council
August 1, 2022

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2022/23 Rock Salt Agreement.

RESOLUTION

BACKGROUND/HISTORY

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. The Park District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The Park District has estimated that they will require approximately 40 tons for the winter season. The City of Darien would be reimbursed by the Park District at a unit cost of \$75.88 per ton for a total amount of approximately \$3,035.20 pending final quantities.

COMMITTEE RECOMMENDATION

Staff recommends signing the Intergovernmental Agreement.

This item is being presented prior to the City Council Meeting on August 1, 2022. Chairman Belczak will be presenting the recommendation to the City Council.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the August 1, 2022 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF DARIEN AND THE DARIEN PARK DISTRICT
FOR ROCK SALT**

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the Darien Park District concerning the purchase of rock salt, a copy of which is attached hereto as “[Exhibit A](#),” and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

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

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 1st day of August 2022.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 1st day of August 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this _____ day of _____, 2022, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and the Darien Park District, an Illinois municipal corporation, (hereinafter the “District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City desires to assist the District by allowing the District to purchase rock salt from the Public Works facility for an estimated cost of \$3,035.20 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing; NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2023 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:
 - a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for the Park District:

Darien Park District
7301 Fairview Avenue
Darien, Illinois 60561
Attn: Stephanie Gurgone

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this _____ day of _____, 2022.

CITY OF DARIEN

BY: _____
Joseph Marchese, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

DARIEN PARK DISTRICT

BY: _____
Stephanie Gurgone, Executive Director
Darien Park District

ATTEST: _____
Secretary, Park District

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