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PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

June 19, 2023

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the [public to make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [June 5, 2023](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Consideration of a Motion to Approve the Appointment of [Steven Wernecke](#) to the Economic Development Committee
 - B. Consideration of a Motion to Approve the Reappointment of Thomas Papais, (Chairperson), Jonathan Christ, Robert Hahn, Lou Mallers, Robert Taft and Matthew Weberling to the [Economic Development Committee](#)
 - C. Mayoral Proclamation “[Celebrate Juneteenth](#)” (June 19, 2023)
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department — [Annual Report](#) and Department Recognitions
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [23-24-04](#)

13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for [Darien Woman's Club](#)
 - B. 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](#)
 - C. Consideration of a Motion to Approve the Expenditure of Budgeted Funds to [Purchase \(1\) Traffic App Suite 36 Month Software License](#) from All Traffic Solutions, Inc. in the Amount of \$7,650
 - D. Consideration of a Motion to Approve the Expenditure of Budgeted Funds for the Payment of Annual Membership Dues with the [DuPage Metropolitan Enforcement Group \(DUMEG\)](#) in the Amount of \$17,680
 - E. Consideration of a Motion to Approve the Expenditure of Budgeted Funds to [Purchase Ammunition](#) from Kiesler's Police Supply in the Amount of \$18,968.75
 - F. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of \(4\) Pro License Bundle 5 Year Software License Agreements](#) from Axon Enterprises Inc. Using Department of Justice Award Money in the Amount of \$9,464.04 Paid over 5 years
 - G. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of \(33\) Respond Device 5 year Software License Agreements](#) from Axon Enterprises Inc. Using Department of Justice Award Money in the Amount of \$9,960.72 Paid Over 5 years
 - H. Consideration of a Motion to Approve a Resolution Accepting a Proposal from TAPCO for the [Purchase of \(12\) License Plate Reader Poles](#) Using Cannabis Funds at an Amount not to Exceed \$35,394
 - I. Consideration of a Motion to Approve a Resolution Authorizing Rags Electric for the [Installation of the License Plate Reader Poles](#) at the 2023/2024 Contract Unit Prices in an Amount not to Exceed \$15,028
17. New Business
 - A. Consideration of a Motion to Approve [An Ordinance Amending Section 3-3-7-11\(C\) of the Darien City Code](#) (Tony & Tina's Deli)
 - B. Consideration of a Motion to Approve an Ordinance Amending Title 5A, Zoning Regulations, of the Darien City Code (PZC2023-03: [Short-Term Rentals Prohibited](#))

- C. Consideration of a Motion to Approve a Resolution Accepting a Proposal at the Unit Prices for [Sidewalk Grinding](#) from Hard Rock Concrete Cutters, Inc. in an Amount not to Exceed \$25,000
 - D. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of One New 2023, Ford F-550 4x4](#) from Kunes Auto Group in the Amount of \$197,809.26
 - E. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Monroe Truck Equipment, Inc. for the [Purchase of a Dump Body and Snow Plow Equipment Package, Lighting Accessories, and Hydraulic Controls](#), for the 2023, Ford F-550 4x4, in an Amount not to Exceed \$29,565.00
 - F. Consideration of a Motion to Approve a Resolution Accepting a Proposal for the [Purchase and Delivery of New Unilock Hollandstone Pavers](#) from Illinois Landscape Supply, LLC, for the Clock Tower Project in an Amount not to Exceed \$11,108 (Net City Expense of \$608 after \$10,500 in Credit/Donations)
 - G. Consideration of a Motion to Approve of a Resolution Accepting a Proposal for the [Purchase and Installation of a Low Voltage, Lighting System](#) from Terrain Landscaping, Inc, for the Clock Tower Project in an Amount not to Exceed \$12,000
 - H. Consideration of a Motion to Approve a Resolution Accepting Specified Unit Pricing from Hinsdale Nurseries for the [Plantings](#) in an Amount not to Exceed \$39,336.37 for the 75th Street Landscape Medians
 - I. Consideration of a Motion to Approve a Resolution Accepting Specified Unit Pricing from Illinois Landscape Supply [for out Cropping](#) in an Amount not to Exceed \$11,580 for the 75th Street Landscape Medians
 - J. Consideration of a Motion to Approve a Resolution Accepting a Proposal from JC Landscaping and Tree Services in an Amount not to Exceed \$27,000 for the [Planting and Placement of the Outcropping Stone](#) for the 75th Street Landscape Medians
 - K. Consideration of a Motion to Approve [a Contingency in the Amount of \\$5,000 for Compost, Topsoil, Additional Plantings and Labor Costs](#) as they Would Relate to the Enhancements for the 75th Street Landscape Medians
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 JUNE 5, 2023 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:29 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

JUNE 5, 2023

7:30 P.M.

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Thomas J. Belczak	Ted V. Schauer
	Eric K. Gustafson	Ralph Stompanato
	Gerry Leganski	Mary Coyle Sullivan

Absent: Joseph A. Kenny

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** – May 15, 2023

It was moved by Alderman Schauer and seconded by Alderman Leganski to approve the minutes of the City Council Meeting of May 15, 2023.

Roll Call:	Ayes:	Belczak, Leganski, Schauer, Stompanato, Sullivan
	Abstain:	Gustafson
	Nays:	None
	Absent:	Kenny

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Leganski received communication from...

... Nikolaus Pollman, 600 block of 79th Street, regarding parkway tree.

...Fred Jeffers, 7900 block of Farmingdale Drive, regarding inspection of apron after b-box repairs.

...Vito Abbate inquiring about High Haven being located too close to school and daycare; Mayor Marchese stated there is no distance regulation. Council discussion ensued.

Alderman Gustafson received communication from two residents inquiring about the status of DuPage roadwork at 87th & Havens Drive. He shared correspondence from Kent Kuper, DuPage County Senior Project Manager, regarding status of project. Director Gombac noted there was a gas leak last week; NiCor had to replace infrastructure.

Alderwoman Sullivan received communication from...

...Kelly Glisan regarding LRS services for rental property on Oldfield Road; issue was resolved.

...Linda Painter voicing concern with fencing by Buona Beef and Rainbow Cone outdoor patio area. Director Gombac has reached out to owners. Alderman Stompanato spoke of concerned family and suggested gate with latch.

8. **MAYORS REPORT**

There was no report.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

Chief Thomas noted completion of the Annual Report, which will be presented to the Police Committee and afterwards to City Council.

Mayor Marchese stated the next quarterly Darien *CONNECTIONS* newsletter will highlight Public Safety.

B. MUNICIPAL SERVICES – NO REPORT

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 22-23-27

It was moved by Alderwoman Sullivan and seconded by Alderman Schauer to approve payment of Warrant Number 22-23-27 in the amount of \$15,568.26 from the enumerated funds for a total to be approved of \$15,568.26.

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

Nays: None

Absent: Kenny

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. WARRANT NUMBER 23-24-03

It was moved by Alderwoman Sullivan and seconded by Alderman Schauer to approve payment of Warrant Number 23-24-03 in the amount of \$224,736.48 from the enumerated funds, and \$568,648.03 from payroll funds for the periods ending 05/18/23 and 06/01/23 for a total to be approved of \$793,384.51.

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

Nays: None

Absent: Kenny

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the Administrative/Finance Committee meeting scheduled for July 3, 2023 at 6:00 P.M. is pending.

Municipal Services Committee – Chairman Belczak stated the minutes of the May 22, 2023 meeting were approved and submitted to the Clerk’s Office. He announced the Municipal Services Committee meeting is scheduled for July 24, 2023 at 6:00 P.M.

Police Committee – Clerk Ragona announced the Police Committee meeting is scheduled for June 19, 2023 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**

Mayor Marchese stated New Business Items A – L were moved to the Consent Agenda as Items V – GG.

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

- A. **RESOLUTION NO. R-48-23** **A RESOLUTION APPROVING A SIGN/EASEMENT AGREEMENT FOR THE PURPOSE OF CONSTRUCTING A MARQUEE SIGN, ENHANCED HARDSCAPING, LANDSCAPING, MAINTENANCE AND SPECIFIED RESPONSIBILITY AT 7702 CASS AVE (SOUTHWEST CORNER OF CASS AND PLAINFIELD ROAD) PIN# 09-28-410-045**

- B. **ORDINANCE NO. O-08-23** **AN ORDINANCE GRANTING A SERIES OF VARIATIONS TO ALLOW THE CONSTRUCTION OF A MARQUEE SIGN WITH ELECTRONIC MESSAGE BOARDS (PZC2023-02: CITY MARQUEE SIGN) DARIEN PROFESSIONAL BUILDING, 7702 CASS AVENUE**

- C. **RESOLUTION NO. R-50-23** **A RESOLUTION APPROVING OF A PLAT OF EASEMENT AS PREPARED BY SCHOMIG SURVEYORS, 7702 CASS AVE PIN# 09-28-410-045**

- D. **RESOLUTION NO. R-51-23** **A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND AWARDING A PROPOSAL TO BELMONT DIGITAL INC FOR THE PURCHASE OF THREE (3) 38-INCH X 114-INCH MARQUEE PANELS AND REQUIRED DATA INFRASTRUCTURE INCLUDING, DATA MANAGEMENT SUBSCRIPTION BASED AND STRUCTURAL STEEL SUPPORTS AND INSTALLATION IN AN AMOUNT NOT TO EXCEED \$81,635**

- E. **RESOLUTION NO. R-52-23** **A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND AWARDING A PROPOSAL FOR THE PROFESSIONAL DESIGN AND INSTALLATION SERVICES TO THE SAVANAH GROUP FOR SUPPLYING THE REQUIRED MATERIALS AND THE INSTALLATION SERVICES AS IT RELATES TO THE COLUMN HARDSCAPING, IRRIGATION, LANDSCAPING MATERIALS AND GENERAL RESTORATION WITHIN THE EASEMENT AREA ADJACENT TO THE MARQUEE SIGN STRUCTURE IN AN AMOUNT NOT TO EXCEED \$33,184.**

- F. **CONSIDERATION OF A MOTION AUTHORIZING CERTAIN INFRASTRUCTURE IMPROVEMENTS TO BE COMPLETED BY THE MUNICIPAL SERVICES DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$33,000**

- G. **CONSIDERATION OF A MOTION TO RECOMMEND ZONING ORDINANCE REVISIONS CREATING A MIXED-USE ZONING DISTRICT TO THE PLANNING AND ZONING COMMISSION FOR PUBLIC HEARING AND COMMISSION REVIEW**

- H. RESOLUTION NO. R-53-23 A RESOLUTION ACCEPTING A PROPOSAL FROM SEASON COMFORT, CORP., FOR THE REMOVAL AND REPLACEMENT OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT DARIEN CITY HALL, 1702 PLAINFIELD ROAD, IN AMOUNT NOT TO EXCEED \$18,275
- I. ORDINANCE NO. O-09-23 AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN
- J. RESOLUTION NO. R-54-23 A RESOLUTION ACCEPTING A PROPOSAL FROM EJ EQUIPMENT FOR A LEASE AGREEMENT OF A VACTOR TRUCK FOR HYDRO EXCAVATIONS OF BUFFALO BOXES, MAIN LINE VALVES, FIRE HYDRANT AND UTILITY POT HOLES AND STORM SEWER BASIN CLEANING AND STORM SEWER MAIN LINE JETTING AT VARIOUS LOCATIONS THROUGHOUT THE CITY AT THE PROPOSED UNIT PRICE AND NOT TO EXCEED \$72,250
- K. RESOLUTION NO. R-55-23 A RESOLUTION APPROVING THE PURCHASE OF A WATER VALVE EXERCISOR FROM E.H.WACHS FOR A TOTAL AMOUNT NOT TO EXCEED \$131,250.00
- L. CONSIDERATION OF A MOTION APPROVING THE STRIPING AND TOOL STORAGE BINS FOR THE WATER VALVE EXERCISOR NOT TO EXCEED \$3,250
- M. RESOLUTION NO. R-56-23 A RESOLUTION ACCEPTING THE PROPOSAL OF A SUBSCRIPTION BASED MINI-ROAD WEATHER INFORMATION SYSTEMS SENSORS FROM FROST SOLUTIONS, LLC., IN AN AMOUNT NOT TO EXCEED \$19,600
- N. RESOLUTION NO. R.-57-23 A RESOLUTION AUTHORIZING THE PURCHASE OF THE FOLLOWING ITEMS: COATS MAXX80220 TIRE CHANGER, COATS 15003DA TIRE BALANCER, COATS 800525 WHEEL LIFT TO BALANCER, COATS 113277C LIGHT TRUCK CONE KIT, COATS 5610104 PIN PLATE, TIGER TOOL KING PIN PRESS, FROM NAPA AUTO PARTS IN AN AMOUNT NOT TO EXCEED \$26,685.00
- O. CONSIDERATION OF A MOTION AUTHORIZING STAFF AND VENDORS TO COMPLETE SPECIFIC SAFETY TASKS AND LANDSCAPE RESTORATION AT 1640 ROYAL OAK DRIVE-FRONTING FRONTAGE ROAD IN AN AMOUNT NOT TO EXCEED A TOTAL PROJECT COST OF \$26,500
- P. RESOLUTION NO. R-58-23 A RESOLUTION ACCEPTING A PROPOSAL FROM THE HIDDEN GARDENS FOR THE PURCHASE OF 45 6-FOOT HIGH GREEN WINTER ARBORVITAE TO

BE PLACED AT 1640 ROYAL OAK DRIVE-FRONTING FRONTAGE ROAD IN AN AMOUNT NOT TO EXCEED \$8,325

- Q. RESOLUTION NO. R-59-23** **A RESOLUTION ACCEPTING A PROPOSAL FROM PEERLESS FENCE FOR THE FENCE MATERIALS AND INSTALLATION OF VINYL COVERED 3-FOOT HIGH CYCLONE FENCE TO PROTECT AGAINST FALL PROTECTION ADJACENT TO CARRIAGE GREENS GOLF COURSE, 1600 BLOCK FRONTING FRONTAGE ROAD IN AN AMOUNT NOT TO EXCEED \$9,240**
- R. RESOLUTION NO. R-60-23** **A RESOLUTION ACCEPTING A PROPOSAL FROM SUPERIOR ROAD STRIPING, INC., AT THE PROPOSED UNIT PRICES, IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR THE 2023 STREET STRIPING PROGRAM**
- S. RESOLUTION NO. R-61-23** **A RESOLUTION AUTHORIZING THE PURCHASE AND DEPLOYING A WEB-BASED PERMITTING, LICENSING AND CODE ENFORCEMENT SOFTWARE WITH OPENGOV, INC., IN AN AMOUNT NOT TO EXCEED \$43,405**
- T. CONSIDERATION OF A MOTION AUTHORIZING STAFF TO PROCEED WITH THE CLARENDON HILLS CROSSWALK PEDESTRIAN SIGNAL PROJECT CLARENDON HILLS ROAD AT HINSDALE SOUTH HIGH SCHOOL 7400 BLOCK OF CLARENDON HILLS ROAD IN AN AMOUNT NOT TO EXCEED \$56,200**
- U. RESOLUTION NO. 62-23** **APPROVE A RESOLUTION ACCEPTING A PROPOSAL FROM TAPCO FOR THE PURCHASE OF TWO (2) PEDESTRIAN CROSSWALK SIGNALIZATION SYSTEM FOR THE CROSSWALK APPLICATIONS AT CLARENDON HILLS ROAD AT HINSDALE SOUTH HIGH SCHOOL AT AN AMOUNT NOT TO EXCEED \$23,147.68**
- V. RESOLUTION NO. R-63-23** **A RESOLUTION ACCEPTING A PROPOSAL FROM APEX INDUSTRIAL AUTOMATION, LLC, FOR THE REMOVAL, REBUILDING AND INSTALLATION OF FOUR PUMPS AT PLANTS #2 AND 75TH STREET IN AN AMOUNT OF \$15,287.00**
- W. CONSIDERATION OF A MOTION APPROVING A CONTINGENCY IN THE AMOUNT OF \$14,000 DUE TO UNFORESEEN DEFICIENCIES OR CAUSING DAMAGES THAT MAY BE DISCOVERED DURING THE OVERHAULING OF THE PUMPS**
- X. RESOLUTION NO. R-64-23** **A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 2-LEAK LOGGER PROGRAM, CONSISTING OF 146 LEAK LOGGER UNITS FROM**

GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$219,191.70

- Y. RESOLUTION NO. R-65-23 A RESOLUTION AUTHORIZING FOR A MEMORANDUM OF UNDERSTANDING AGREEMENT OF THE ROUTE 66 COMMUNITY MONUMENT SIGN FOR THE LOCATION AT 1000 N. FRONTAGE ROAD WITH A ONETIME FINANCIAL PARTNERSHIP INVESTMENT OF \$300 PAYABLE TO HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU

- Z. CONSIDERATION OF A MOTION AUTHORIZING STAFF TO INSTALL THE ROUTE 66 MONUMENT IN AN AMOUNT NOT TO EXCEED \$2,600

- AA. RESOLUTION NO. R-66-23 A RESOLUTION ACCEPTING A PROPOSAL FROM THE HIDDEN GARDENS IN AN AMOUNT NOT TO EXCEED \$10,100 FOR REPLACEMENT PLANTS AT CITY'S ENTRANCE WAY SIGNS

- BB. RESOLUTION NO. R-67-23 A RESOLUTION ACCEPTING A PROPOSAL FROM FOX LANDSCAPE SUPPLY IN AN AMOUNT NOT TO EXCEED \$5,500 FOR OUT CROPPING STONE FOR THE CITY'S ENTRANCE WAY SIGNS

- CC. RESOLUTION NO. R-68-23 A RESOLUTION ACCEPTING A PROPOSAL FROM JC LANDSCAPING AND TREE SERVICES IN AN AMOUNT NOT TO EXCEED \$11,400 FOR THE PLANTING AND PLACEMENT OF THE OUTCROPPING STONE

- DD. CONSIDERATION OF A MOTION TO APPROVE A CONTINGENCY IN THE AMOUNT OF \$4,000 FOR COMPOST, TOPSOIL, ADDITIONAL PLANTINGS AND LABOR COSTS AS THEY WOULD RELATE TO THE ENHANCEMENTS FOR THE PROJECT (2023 LANDSCAPE MAINT-ROW)

- EE. RESOLUTION NO. 69-23 A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2022 FORD F-450 MODEL, IN AN AMOUNT NOT TO EXCEED \$26,793

- FF. CONSIDERATION OF A MOTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM AIS, INC. FOR THE UPGRADE AND REPLACEMENT OF THE CITY'S FIREWALLS INCLUDING LABOR IN AN AMOUNT NOT TO EXCEED \$32,792

- GG. RESOLUTION NO. 70-23 A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE AN AGREEMENT WITH MC SQUARED ENERGY SERVICES, LLC. (MC2) TO PROVIDE FULL-REQUIREMENTS OF ELECTRICITY SUPPLY

**AND RELATED SERVICES FOR THE CITY'S
ELECTRIC AGGREGATION PROGRAM**

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

Nays: None

Absent: Kenny

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

17. **NEW BUSINESS**

There was no New Business.

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

Alderwoman Sullivan...

...reminded Council that applications to participate in 4th of July Parade are due in June.

...announced Darien Concert Series begins Thursday June 29 (Beyond the Blonde) with additional concerts scheduled the last Thursday of July and August.

Mayor Marchese...

...announced Community Action Committee will meet on June 10, 2023.

...noted planning for Oktoberfest continues.

...stated Andy Warhol Exhibition will take place at the College of DuPage this summer, with more than ninety pieces on display. Communities were asked to promote the exhibit by providing pictures of four individuals that had an impact in their communities. The City of Darien selected Sam Kelley, Founding Father; Kris Sant, great humanitarian in India and a Founding Father of Darien Lions Club; Fred Andermann, Founding Father of the Cass area; and Joey Ventimiglia, 7 year old who exuded bravery. Pictures will be "warholled" and exhibited at Indian Prairie Public Library. An upcoming ceremony will be announced so all can attend.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 7:57 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 06-05-23. Minutes of 06-05-23 CCM.

DRAFT

CITY OF DARIEN

MEMO

TO: City Council

FROM: Mayor Joseph A. Marchese

DATE: June 15, 2023

SUBJECT: APPOINTMENT TO ECONOMIC DEVELOPMENT COMMITTEE

This is written to request your advice and consent to the appointment of [Steven Wernecke](#) to the Economic Development Committee. He has agreed to serve the City and has expressed an interest in this Committee.

As always, if you have any questions, please contact me.

mg

From: [Joe Marchese](#)
To: [Maria Gonzalez](#)
Subject: Fwd: Application for Service on a City Commission
Date: Wednesday, May 24, 2023 6:30:26 PM

From: postmaster@muniweb.com <postmaster@muniweb.com>
Sent: Wednesday, May 24, 2023 3:56:03 PM
To: jmarchese@darienil.gov <jmarchese@darienil.gov>
Subject: Application for Service on a City Commission

5/24/2023 4:56:01 PM

Name: STEVEN WERNECKE
Address: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]

How long have you lived in Darien?: 34 years
Where did you live prior to coming to Darien: Downers Grove

If married, spouse's name: [REDACTED]
Children (include ages):

Education: B.S Business **If you attended college, what was your major?:** Economics , Business minor
Present Employer: retired **Phone:**
Address: **Fax:**

Nature of Occupation: RETIRED
Other Employment Experience
A store manager for Jewel / Osco

Interests and Hobbies?
Golf , reading , gardening

Of what local organizations have you been a member? (Please include offices held, if any)
Darien Lions

Have you served the community in any other way?
Yes , Decorating Committee 2 years

Time you would have available to serve the City
2-3 hours a week

In which of the following areas would you like to serve?: Economic Development Committee

Other areas you would like to serve?:

What are your qualifications for this position(s)?

I have run a food drug operation for 34 years ,I have extensive experience knowing what it takes to run a successful business .

Why are you interested in this position(s)?

I would like to see Darien fill all the empty locations that are available throughout our city .

What can you contribute to this board(s) or commission(s)?

I am not afraid to speak my mind .If I say I will do something, IT WILL BE DONE ..

CAUTION: This e-mail originated outside of the City's email system. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

CITY OF DARIEN

MEMO

TO: City Council

FROM: Mayor Joseph A. Marchese

DATE: June 15, 2023

SUBJECT: REAPPOINTMENTS TO THE ECONOMIC DEVELOPMENT COMMITTEE

This is written to request your advice and consent to the reappointment of the following individuals as members of the Economic Development Committee: Thomas Papais, (Chairperson), Jonathan Christ, Robert Hahn, Lou Mallers, Robert Taft and Matthew Weberling to the Economic Development Committee. All have agreed to serve the City and each has expressed an interest in this Commission.

As always, if you have any questions, please contact me.

mg

Mayoral Proclamation

Whereas, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in the Confederate territory free, therefore paving the way for the passing of the 13th Amendment which formally abolished slavery; and

Whereas, news of the signing of the Emancipation Proclamation was delayed until June 19, 1865, in reaching authorities and African-Americans in the South and Southwestern United States; and

Whereas, June 19th holds special meaning to all Americans, and is celebrated as "JUNETEENTH," and has been observed and celebrated for over 150 years; and

Whereas, Juneteenth is the oldest known holiday to celebrate the end of slavery in the United States; and

Whereas, the City of Darien will observe Monday, June 19, 2023 as part of our commitment to anti-racism, racial and social justice, encouraging a day of reflection, recognition and acknowledgement of healing. We recognize the continued need to battle racism and to continue our efforts to build a more peaceful and cohesive community.

NOW, THEREFORE, I, Joseph A. Marchese, Mayor of the City of Darien, do hereby proclaim June 19, 2023 as:

JUNETEENTH COMMUNITY CELEBRATION DAY

in the City of Darien, and urge all residents to join in the celebration.

In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City of Darien.

Done, this nineteenth day of June Two-Thousand Twenty-Three.

Joseph A. Marchese, Mayor

Attest:

JoAnne E. Ragona, City Clerk

Darien Police Department

Annual Report

2022



The mission of the Darien Police Department is that of service and safety. The Darien Police Department takes our oath to uphold the law and serve our community seriously. The means by which safety is ensured and service provided may be achieved by different methods including prevention, intervention and suppression strategies. Prevention, intervention and suppression strategic decisions must be moral, ethical and within constitutional law.

Our philosophical approach is to resolve problems and provide service that is accomplished by a variety of means of which enforcement, arrests and ticketing, is only one of many options. We are a data driven agency, whereby we analyze problems and come up with a more permanent fix by working with the community not for the community – a partnership.

MISSION

The police department can categorize our work into three main functions, crime, crashes and concerns. Crime and safety is an obvious police function. We do our best to analyze crime and place manpower where and when it is most effective, matching calls for service and crime with staffing. We undertake various strategies to keep crime as low as possible. Crashes too are an obvious police function. Driver safety is an important aspect of the duties we perform. Concerns may not be as obvious a police function, but probably the most time consuming police activities. Concerns include many matters such as homelessness, mental health, medical assistance, suspicious activities and many more.

For the most part the measurement of crime hasn't changed since the inception of Uniform Crime Reports (UCR) during the 1930s. However, for a long period of time there has been talk, and limited implementation of, a new crime reporting system called National Incident Based Reporting System (NIBRS). For us we're starting to report crime using NIBRS January 1, 2023. However, to show change over time, we've included 2021 and 2020 crime data in this report using NIBRS reporting rules to show comparison over time.

NIBRS breaks crime down into two groups, Group A which includes crimes against property, person and society and Group B which are other crimes and incidents. NIBRS counts more crime types than UCR did and NIBRS counts all criminal acts that occur in a single incident where UCR counted the most serious of the criminal acts. For example, an offender forced entry into a house, sexually assaulted and killed the homeowner under UCR rules we would only report the murder. Under NIBRS we would report the murder, rape and burglary. NIBRS may be a better system in that there is more transparency in what occurs in our community by counting all crime incidents as well as all criminal acts that occur in a single incident.

Please remember the change is going to give the appearance of an increase in crime. An increase in crime may or may not be an accurate perception due to two distinctly different methods of counting crime. The question that must be asked is, whether crime is up or down because the frequency of crimes being committed are increasing or decreasing or is crime up or down because we are no longer counting crime in the same manner.

Because previous years (2019 and before) were not coded with NIBRS codes it will be nearly impossible without great effort to compare longer time frames as we did with UCR where we looked back five, ten or twenty plus years.

Person Crime

The amount of crimes against persons increased in 2022 as compared to 2021 by 0.9%. There were 117 reported crimes against persons in 2022 up from 116 in 2021 or 1 more crime.

<u>NIBRS</u>	<u>Category</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>1 Year Change</u>	<u>2 Year Change</u>
9	Murder	0	0	0	0.0%	0.0%
11	Sexual Assault (Forcible)	5	11	9	-54.5%	-44.4%
36	Sex Offenses (Non-Forcible)	0	0	0	0.0%	0.0%
13	Assaults	112	104	90	7.7%	24.4%
64	Human Trafficking	0	0	0	0.0%	0.0%
100	Kidnapping	0	1	1	-100.0%	-100.0%
<i>Total Crimes Against Person</i>		117	116	100	0.9%	17.0%

One of the five sexual assault incidents was cleared exceptionally. Cleared exceptionally means that sufficient probable cause for an arrest was established and the offender was clearly identified, but matters outside the control of law enforcement an arrest could not be made. No arrests were made in the sexual assault incidents.

A battery is when someone is physically harmed an assault is when a person is in reasonable apprehension of receiving a battery. The term assaults, here, is inclusive of assaults and batteries. Assaults were cleared by exception 18 times and by an arrest 44 times for 62 clearances. In total there were 63 person crime cases cleared or 53.8% clearance rate.

Property Crime

Property crime saw 7.0% decrease in crime. A good thing to report, however, this was driven by a significant decrease in fraud cases. In prior years when reporting crime using UCR rules we did not report fraud.

Darien residents witnessed an 11.5% decrease in burglary whether residential or commercial and a 53.3% decrease in vehicle theft. Those two categories of property crime are reported by the same rules whether UCR or NIBRS.

The sub-category of property crime that is driving property crime to increase is theft which is up 189%. However, if we used UCR reporting rules we would have reported 154 thefts in 2022 and 163 in 2021.

Another item to note utilizing NIBRS reporting rules robbery is now a property crime where under UCR reporting rules it was a crime against person. A robbery requires force or a threat of force, it can be armed, unarmed, or weapon implied. It certainly appears that it is more appropriate that

robbery be listed as a crime against person, however, we are reporting following NIBRS reporting rules.

<u>NIBRS</u>	<u>Category</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>1 Year Change</u>	<u>2 Year Change</u>
120	Robbery	0	3	4	-100.0%	-100.0%
200	Arson	1	0	2	0.0%	-50.0%
210	Extortion	0	2	6	-100.0%	-100.0%
220	Burglary	23	26	30	-11.5%	-23.3%
23	Theft	214	74	179	189.2%	19.6%
240	Vehicle Theft	7	15	8	-53.3%	-12.5%
250	Forgery	8	10	3	-20.0%	166.7%
26	Fraud	145	318	423	-54.4%	-65.7%
270	Embezzlement	0	0	0	0.0%	0.0%
280	Stolen Property	5	0	3	0.0%	66.7%
290	Criminal Damage	61	51	50	19.6%	22.0%
510	Bribery	0	0	0	0.0%	0.0%
<i>Total Property</i>		464	499	708	-7.0%	-34.5%

An arrest was made for the crime of arson. Two of the burglaries resulted in an arrest. Of the 214 thefts 10 were cleared exceptionally and 72 were cleared by arrest. No arrests were made for any of the seven vehicle thefts or the forgeries. Arrests were made in two fraud cases and eleven were cleared by exception. Of the five stolen property cases arrests were made in two of them and one was cleared exceptionally. Six criminal damage to property cases were cleared by an arrest and two cleared exceptionally. A total of 109 cases out of 464 were cleared giving us a property crime clearance rate of 23.5%.

Societal Crime

A new category of crime being counted under NIBRS reporting rules is societal crime. Frequently the term “victimless” crime is used. However, in 2022 drugs killed well over 100,000 people nationwide. According to the Center for Disease Control and other authorities drug overdoses are on the increase. In DuPage County there were over 40 drug overdose deaths and 277 overdoses. In Darien there were no overdose deaths, but we responded to 7 drug overdose situations.

<u>NIBRS</u>	<u>Category</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>1 Year Change</u>	<u>2 Year Change</u>
35	Drug	60	102	64	-41.2%	-6.3%
370	Pornography	2	9	4	-77.8%	-50.0%
39	Gambling	0	0	0	0.0%	0.0%
40	Prostitution	0	0	0	0.0%	0.0%
520	Weapons	12	6	10	100.0%	20.0%
720	Animal Cruelty	0	0	0	0.0%	0.0%
<i>Total Societal</i>		74	117	78	-36.8%	-5.1%

Of the 60 drug cases 52 ended with the offender being arrested and one case was cleared exceptionally. No arrests were made in either of the pornography cases. Eight of the weapon related cases an arrest was made and one case was cleared exceptionally.

Total Person, Property & Societal Crime

Adding together crimes against person, property crimes and societal crime shows Darien decreased crime by 10.5% or 77 fewer crimes.

	2022	2021	2020	<u>1 Year Change</u>	<u>2 Year Change</u>
<i>Total Group A Offenses</i>	655	732	886	-10.5%	-26.1%

Other Crime

Another change from UCR to NIBRS includes a category of Group B offenses. Below are those types of incidents NIBRS considers as Group B. Some of these incidents had been reported previously as part 2 crimes under UCR reporting rules, now those crimes and other incidents are included in NIBRS Group B cases.

NIBRS	Category	2022	2021	2020	<u>1 Year Change</u>	<u>2 Year Change</u>
90A	Bad Checks	0	0	0	0.0%	0.0%
90B	Curfew	1	0	0	0.0%	0.0%
90C	Disorderly Conduct	41	46	39	-10.9%	5.1%
90D	DUI	67	80	53	-16.3%	26.4%
90F	Family Offenses (Non-Violent)	106	66	83	60.6%	27.7%
90G	Liquor Law Violation	9	7	5	28.6%	80.0%
90H	Peeping Tom	0	0	0	0.0%	0.0%
90I	MRAI	1	1	3	0.0%	-66.7%
90J	Trespass	14	18	21	-22.2%	-33.3%
90Z	All Other Crimes	207	251	122	-17.5%	69.7%
<i>Total Group B Offenses</i>		446	469	326	-4.9%	36.8%

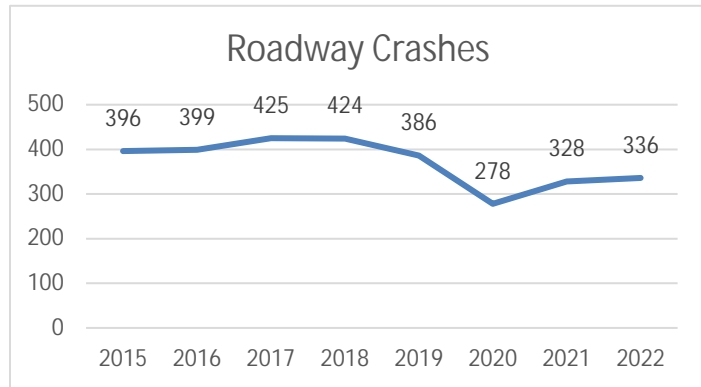
All NIBRS Incidents

To look at both Group A and B items that are tracked through NIBRS there is a 8.3% decrease in the amount of reported activity or 100 fewer reported incidents between 2021 and 2022.

NIBRS	Category	2022	2021	2020	<u>1 Year Change</u>	<u>2 Year Change</u>
<i>Total All Crime</i>		1101	1201	1212	-8.3%	-9.2%

Traffic Crashes

The safety of the driving public is important aspect to the Darien community. To determine the safety of the driving public the measure used is the frequency of crashes on public right-of-ways. Darien saw a 2.4% increase in accidents, or 8 more crashes, on the public way in 2022 compared to 2021.



There were no fatal crashes in 2022 and injury crashes are down 13% or 7 fewer than 2021. Total property damage only crashes increased compared to last year by 5.5% or 15 more crashes than occurred in 2021. Crashes due to impaired driving decreased 28.6% or two less.

	<u>YTD</u> <u>2022</u>	<u>YTD</u> <u>2021</u>	<u>YTD</u> <u>2017</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Private Property	142	168	224	-15.5%	-36.6%
Hit & Run	26	39	53	-33.3%	-50.9%
Public Way					
No Injuries	289	274	349	5.5%	-17.2%
Injury	47	54	75	-13.0%	-37.3%
Fatal	0	0	1	0.0%	-100.0%
Total Public Way	336	328	425	2.4%	-20.9%
Fatalities	0	0	0	0.0%	0.0%
Hit & Run	34	30	24	13.3%	41.7%
DUI	5	7	8	-28.6%	-37.5%

The top crash locations did not change much. Most of the crash locations from the prior year are on the list but maybe in a slightly different order.

Cass Avenue	75 th Street	47
Cass Avenue	Plainfield Road	23
Lemont Road	87 th Street	23
Plainfield Road	75 th Street	23
Lemont Road	I-55	16
Lemont Road	83 rd Street	12
Clarendon Hills Road	67 th Street	12
Cass Avenue	71 st Street	8
Cass Avenue	Hinswood Drive	8
Plainfield Road	Clarendon Hills Road	8
Lemont Road	Cheese Road	6
Lemont Road	103 rd Street	6
Cass Avenue	S Frontage Road	5
Cass Avenue	N Frontage Road	5
Lemont Road	Woodmere Drive	4
Lyman Avenue	75 th Street	4
Plainfield Road	Tennessee Avenue	3
Plainfield Road	Manning Road	3
Plainfield Road	High Road	3

Roadways with higher collision rates regardless of cross street are:

Cass Avenue	71
Lemont Road	66
Plainfield Road	65
75 th Street	31
Clarendon Hills Road	17
North Frontage Road	17
87 th Street	10

Traffic Enforcement

Officers continue to try to making Darien streets safe. To that end officers made 7,739 traffic stops in 2022 compared to 7027 in 2021 a 10.1% increase. Officers wrote 6,860 traffic citations in those 7,739 traffic stops in 2022.

Of the 6,860 citations issued in 2022 3,825 were moving violations. The violation types were:

<u>Violation Type</u>	<u>2022</u>	<u>2021</u>
Speeding	2656	3711
Registration	1373	1005
Equipment	853	1398
Traffic Control	552	766
Insurance	418	384
License	305	405
Lane	235	305
Turning	197	211
Miscellaneous	153	134
Yield	79	85
Cannabis	39	84

Concerns

We track citizen concerns on various issues. See below chart for the locations residents informed us about regarding a situation and how we responded.

<u>Date</u>	<u>Subject</u>	<u>Location</u>	<u>Frequency</u>	<u>Stops</u>	<u>Tickets</u>	<u>Warnings</u>
12/28/22	Speeding	Cass Ave & 75th St	10	0	0	0
12/09/22	Speeding	Cass Ave & 75th St	6	2	1	1
10/21/22	Speeding	Oldfield Rd. N. Frontage to Washington	34	29	23	13
10/07/22	School Bus	Woodland & N. Frontage Rd.	9	0	0	0
10/03/22	Speeding	67th St. - Cass to Clarendon Hills Rd	112	53	37	36
09/14/22	Speeding	68th St. - Cass to Clarendon Hills Rd	35	13	5	0
09/01/22	Speeding	Regency Grove & Adams St	7	0	0	0
08/30/22	Speeding	3000 Block of Beller	16	8	2	8
08/08/22	Speeding	Williams - 75th & Plainfield Rd	10	14	4	11
06/29/22	Speeding	Oldfield Rd - N. Frontage to Washington	51	54	41	29
06/09/22	Speeding	68th St. - Cass to Clarendon Hills Rd	74	45	20	47
05/24/22	Speeding	Williams - 75th & Plainfield Rd	21	17	4	16
05/12/22	Speeding	68th St. - Cass to Clarendon Hills Rd	13	6	3	5

The police department continues trying to keep crime down by being proactive. Activities such as vacation house watches. We checked on 267 homes 1,550 times while the owners were out of town. Additionally, officers continue to make school visits and monitor Community Park.

Secured in the lobby of the police department is a vault where members of the public may turn in drugs they no longer need. There were 189 pounds of pills deposited in 2022 down from 298 pounds in 2021. Packaging, vials, etc. are not allowed. Drugs are placed into plastic bags and deposited in the vault. Each day the vault is emptied and the drugs turned over to an agency who destroys the drugs in an eco-friendly manner. Getting drugs off the street hopefully will play a part in the decrease in the number of overdoses.

The police department responded to or were involved in 70 mental health incidents. Citizen assist were 121. We encourage the public to call when they see a suspicious person, vehicle, or incident. The police department responded to 107 such incidents.

COMMUNITY-ORIENTED POLICING

Officers and support staff are involved in the community in various activities totaling hundreds of hours. Many of those hours are voluntary – unpaid.

- Westmont Squad Car Night was attended by Officer Jen Dollins and CSO Bill Whitesides in June.
- Safety Village occurred on June 15th, 22nd, 29th and July 13th with morning and afternoon sessions. Officers Pastick, Somogye and Oplawski participated interacting with numerous children teaching a total of eight classes. The officers spent about 1 ½ hours in each class discussing topics with 20 to 30 kids per class.
- National Night Out was held on August 2nd several officers and supervisors participated including Dollins, Kosieniak, Dlugopolski, Servin, Cachro, Rumick, Milazzo, Lorek, Somogye, Simek, Norton, Thomas, Jump, Kano, Hruby and Kraus. Approximately 200 people participated in the event. Darien officers had an opportunity to have conversations and interact with the public during this event.
- Cop on Top occurred on August 19th at the Dunkin Donuts at Cass and Plainfield. Those participating included: Parris, Dollins, Rundell, Milazzo, Pastick, Kosieniak, Servin, Dlugopolski, Lorek, Jump, Giza, Stutte, Simek, Skweres, Norton and Thomas. Over \$3,500 was donated for Special Olympics. Officers had positive interactions with the public.
- Cruisin on Cass at the Q Bar parking lot had a number of officers and CSO Whiteside attend police night on June 29th.
- Coffee with a Cop occurred at McDonald's on October 5th for two hours. In attendance were: Kosieniak, Cachro, Lorek, Glomb, Keough, Oplawski and Dollins. McDonald's was very gracious in offering a space, plus free coffee and pastries for attendees. Unfortunately like many prior years this event was poorly attended.
- Movember occurs during the month of November and raised \$1,150 for men's health. Participants were: Cachro, Glomb, Jump, Kano, Keough, Kosieniak, Liss, Lorek, Milazzo,

Norton, O'Brien, Oplawski, Parris, Pastick, Rumick, Rundell, Servin, Simek, Skweres, Somogye and Yeo.

For 2023 we plan on more outreach activities through both in-person meetings and social media. The library agreed to host a discussion on various topics once a month starting in the fall of 2023. We had two neighborhood meetings and hope to have more of them. Neighborhood meetings allow for neighbors to ask any question of the police. We do give a short presentation on crime, but the meetings are designed to be community driven.

We have increased the number of people following the police department on Twitter and other social media platforms. We hope to get a public service message out once a month and continue notifying the public about issues that occur, such as road closures.

HONOR

We continue to conduct our due diligence to hire the personnel with high moral and ethical character. Officer candidates must pass a rigorous hiring process that includes: application, orientation, physical fitness test, written test, structured oral interview, polygraph examination, psychological examination, background investigation, medical examination and drug test. Once hired the officer must attend and pass a fourteen week basic academy, sixteen week intensive field training and evaluation program and one year of probation. We are confident that we have done our best to hire people with strong values and principles. Once hired we train personnel to a high level of competence and continue to train personnel. We are dedicated to insure personnel are very competent in the handling of police and service duties.

Employee Recognition

There were 28 letters of appreciation / thanks from citizens to our officers.

The following personnel earned a lifesaving award in 2022:

Auxiliary Operator Bucholz	Attempted Suicide
Officer Kano	Cardiac Arrest
Officer Jairala	Cardiac Arrest
Officer Milazzo	Overdose
Officer Nelson	Drowning
Officer Nelson	Overdose
Officer Noga	Overdose
Officer Servin	Overdose

Officers Somogye and Oplawski earned letters of commendation for their actions in response to, and the arrest of, the active shooter that occurred at the Weather Tech facility on June 26th.

Officers Hruby, Noga, Nelson, Jump and Jairala earned recognition from the Alliance Against Intoxicated Motorists (AAIM) for their exceptional DUI enforcement efforts.

Employee Discipline

We want to make sure we are honorable and continually earn the public's respect and trust as we respect and trust the public. Therefore we do not shy away from investigating complaints against personnel. We have well trained and strictly vetted officers who understand and live by their oath of office and oath of honor which states,

On my honor, I will never betray my integrity, my character or the public trust. I will always have the courage to hold myself and others accountable for our actions. I will always maintain the highest ethical standards and uphold the values of my community, and the agency I serve.

From January 1, 2022 through December 31, 2022, Darien Police Department received over 14,000 calls for service. Amongst these incidents, officers made over 7,739 traffic stops and engaged in over 450 arrests.

Darien Police Department received six citizen generated complaints in 2022. Of those complaints, five were policy violations and one was for conduct. Each of these complaints were thoroughly investigated.

- Two incidents officers were exonerated (alleged acts occurred but were justified).
- Two incidents were unfounded (the alleged act did not occur).
- One incident was unsubstantiated (cannot prove or disprove the allegation based on a preponderance of evidence).
- One incident was sustained (alleged act occurred and was not within policy). The officer received an oral reprimand.

The Darien Police Department has continued the use of a formal administrative review procedure for use of force incidents, pursuits, deployment of stop sticks and other unusual occurrences. Stop sticks are a tool to flatten a fleeing vehicle's tires to force it to stop prior to the car causing injury to others. A sergeant whom was not directly involved in the incident is tasked with reviewing the incident to determine whether the officer's actions were within department policy and state laws. These investigations are deemed to be "in compliance" or "not in compliance" by the investigating supervisor. When an incident is deemed to be not in compliance a performance complaint investigation is conducted.

Vehicle Pursuits

There were two instances in 2022 where a total of seven officers were involved in a pursuit in some manner. After a review of the incidents, two officers were found to be in violation of department policy and a performance complaint was drafted and investigated.

Use of Force

Last year there were 19 incidents where 43 officers deemed it necessary to use force during the course of their duties. Each incident and the actions of the officers involved were reviewed by an uninvolved supervisor. In all 19 instances the officer's actions were found to be in compliance with policy and law. Under the SAFE-T Act new requirements were added, (1) Duty to Render Aid, (2) Duty to Report and (3) Duty to Intervene. In all cases officers were in compliance with

the new requirements. Requirements that the Darien Police Department held as policy before the law was enacted.

Officers used verbalization skills and empty hand control in all the incidents. Six times an officer had to deploy his/her firearm to gain compliance. The reason for using force included: making an arrest, prevent an escape, defending oneself and prevent a violent crime.

Officers responded to over 14,000 calls for service and made 450 arrests utilized force in 19 situations for the year 2022.

PERSONNEL

Retirements

Sergeant William (Bill) Greenberg retired after 25 years of dedicated service to the Darien community.

Community Service Operator Dave Wiggins retired from the police department.

Promotions

Officer Geoff Kosieniak was promoted to sergeant and is assigned to Shift 2 leading Squad A.

New Hires

We had no new hires in 2022.

Assignments

Officers Pastick & Rumick were added to our team of Field Training Officers.

Transfers

Officer Matt Rundell completed his service as the School Resource Officer and transferred back to patrol. Officer Simon Versis was selected as the School Resource Officer and started at Hinsdale South High School in June.

Detective Rick Hellmann completed his assignment as a detective and was transferred to patrol. Patrol Officer Rich Stutte was transferred from patrol operations to the investigations division to replace Officer Hellmann.

ORGANIZATION

Generally

Our patrol division provides complete police coverage throughout the city all throughout the year.

We continue to have an investigative division that includes, detectives, a School Resource Officer (SRO) and an officer assigned to the Drug Enforcement Administration (DEA). The detective unit investigates criminal offenses, fatal / near fatal accidents, missing persons as well as other issues.

Our SRO is not in the school to arrest offenders, though he can, most of his day is spent on positive interactions with students.

Drug Enforcement Task Force

The officer assigned to the DEA task force has done a great job being involved in major drug cases in and around the DuPage County area making numerous arrests, taking large amounts of drugs off the streets and seizing \$153,048 in cash drug dealers would have profited from their illegal activities.

Canine Unit

In 2022, the Darien Canine Unit responded to a total of 94 calls for service. Of the 94 calls for service, 37 were generated within Darien. The Canine Team was responsible for:

- Cannabis 24 Alerts 26.4 Kilograms Seized
- Methamphetamine 5 Alerts 2.4 Kilograms Seized
- Heroin 2 Alerts 109.0 Grams Seized
- Cocaine 1 Alert 1.7 Kilograms Seized
- Drug Paraphernalia 5 Items Seized
- Guns Recovered 6 Seized
- People Searches 3 Recovered

The team assisted numerous agencies including, Drug Enforcement Agency (DEA), Metropolitan Emergency Response and Investigations Team (MERIT), Illinois State Police (ISP), Woodridge, Elmhurst, Lisle, Westmont, DuPage Metropolitan Enforcement Group (DuMEG), Wheaton, DuPage County Sheriff Office (DCSO), Downers Grove, Lombard and Aurora. The case from Aurora was locating a murder suspect.

Juvenile Matters

The Peer Jury program, an alternative to juvenile court, is for first time offenders who committed a non-serious offense. High school juniors are selected for a two year term to participate as jurors in the program. We utilized Peer Jury once in 2022.

Numerous officers are trained as juvenile specialists to help underage persons are led away from crime and issues that would harm them.

DuMEG Partnership

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

DuMEG conducted 357 cases with 203 arrests seizing 53 weapons, and numerous drug items. None of the operations were within Darien.

MERIT

The Darien Police Department is a partner with the Metropolitan Emergency Response and Investigations Team (MERIT). We used MERIT on three occasions in 2022. They included

utilizing the Drone Team twice, once for a crash and once for a missing person search. The Major Crash Reconstruction Team was used once.

Evidence

An audit of guns, money and drugs was conducted. The audit showed all items were properly logged and accounted for with no discrepancies. At the conclusion of the audit 22 firearms were turned over to a company that pulverizes firearms scheduled for destruction. The company video records the destruction of these weapons and is sent to our department which is retained as evidence of the destruction of these firearms.

Once again the department used the drug incinerator that was purchased in 2018 to destroy numerous drug items. In 2022 property managers burned or otherwise destroyed 205 items. Drug burns are conducted per department policy which includes the requirement of multiple property room officers in attendance during the destruction of any items. All property officers in attendance sign off on a paper copy documenting each item destroyed and they then update all items in the evidence database.

There were 1,060 pieces of evidence collected in 2022 of which 148 items sent to the lab for analysis.

9-1-1 Services

DuCOMM continues to be a great partner managing calls for service. Merging 9-1-1 centers was required by state statute, but it was also good financially and operationally. Police chiefs, for the most part, remained in charge of governance. DuCOMM receives funding from the Emergency Telephone System Board (ETSB). This helps defray a significant portion of the cost to operate the 9-1-1 center.

DuCOMM managed 6,284 citizen generated calls for service. A citizen generated call when a member of the public calls into DuCOMM whether dialing a 10 digit number or 9-1-1. DuCOMM operators managed 7,739 officer initiated calls for service. An officer initiated call for service can be created by an officer calling DuCOMM from his portable radio or creating a call for service utilizing the computer in his/her squad car. Officer Initiated calls for service are proactive situations where officers are trying to accomplish goals of problem reduction.

	Citizen Generated CFS			1 Year %	2 Year %
	2022	2021	2020	Change	Change
Shift 1 (6:00am - 6:00pm)	3869	4074	4263	-5.03%	-9.24%
Shift 2 (6:00pm - 6:00am)	2415	2516	2448	-4.01%	-1.35%
Shift Total	6284	6590	6711	-4.64%	-14.70%

	Officer Initiated CFS			1 Year %	2 Year %
	2022	2021	2020	Change	Change
Shift 1 (6:00am - 6:00pm)	3564	4092	3992	-12.90%	-10.72%
Shift 2 (6:00pm - 6:00am)	4175	4981	3640	-16.18%	14.70%
Shift Total	7739	9073	7632	-14.70%	-14.70%

Training

In our 2021 annual report we announced that in 2022 Darien was going to implement a 40 hour continuing education program. That program was in fact implemented and the Darien Police Department held five sessions, eight hours each in 2022. Topics included CPR/AED training, Law Updates, Firearms, Defensive Tactics, Sexual Harassment, Rescue Task Force / Active Shooter, Resiliency for Police, and Taser. Many of these topics are required certifications and others are mandated from the SAFE-T Act.

In addition to the new 40 hour continuing education program, there were a total of 2,873 training hours completed by officers attending 568 training courses.

Building & Grounds

After several years of addressing issues with the building no major changes occurred in 2022.

Equipment & Technology

No major equipment or technology advances were made in 2022.



CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
June 19, 2023

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			\$244,883.42
Water Fund			\$473,692.16
Motor Fuel Tax Fund			\$1,216.58
Water Depreciation Fund			
Special Service Area Tax Fund			
Stormwater Management Fund			
E-Citation Fund			
Capital Improvement Fund			653,686.95
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund			
DUI Technology Fund			
		Subtotal:	<u>\$1,373,479.11</u>
General Fund Payroll	06/15/23	\$	283,422.78
Water Fund Payroll	06/15/23	\$	35,585.62
		Subtotal:	<u>\$ 319,008.40</u>
Total to be Approved by City Council:			<u>\$ 1,692,487.51</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
General Fund
Administration
From 6/6/2023 Through 6/19/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	PROFESSIONAL SERVICES- JULY 2023	AP061923	4325	Consulting/Professional	8,021.49
AIS	BACK UP SERVICES- JULY 2023	AP061923	4325	Consulting/Professional	1,550.00
AUTOMATED COMPANIES	CONCERT BANNERS	AP061923	4239	Public Relations	275.55
CHASE CARD SERVICES	TRIBUNE SUBSCRIPTION	AP061923	4213	Dues and Subscriptions	7.96
CHASE CARD SERVICES	DAILY HERALD SUBSCRIPTION	AP061923	4213	Dues and Subscriptions	16.00
CHASE CARD SERVICES	ZOOM SUBSCRIPTION	AP061923	4213	Dues and Subscriptions	15.99
CHASE CARD SERVICES	TONER	AP061923	4253	Supplies - Office	180.57
CHASE CARD SERVICES	INTERNET- PUBLIC WORKS	AP061923	4267	Telephone	217.18
COM ED	1419010031 ANNUAL AGGREGATION REFRESH FEE	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	127.00
COMCAST	SIP SERVICES	AP061923	4267	Telephone	472.76
COMCAST BUSINESS	FAX MACHINE	AP061923	4267	Telephone	62.70
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES- MAY 2023	AP061923	4345	Janitorial Service	1,718.00
GOVTEMPSUSA LLC	VANA (5-21-23)	AP061923	4325	Consulting/Professional	3,552.00
GOVTEMPSUSA LLC	VANA (5-28-23)	AP061923	4325	Consulting/Professional	3,552.00
MG AUDIO INC	SUMMER CONCERT #1- STAGING 6-29-23	AP061923	4239	Public Relations	2,250.00
MUNIWEB	WEBSITE MAINTENANCE- MAY 2023	AP061923	4325	Consulting/Professional	450.00
ODP BUSINESS SOLUTIONS	HAND SOAP FOR DISPENSERS	AP061923	4253	Supplies - Office	89.49
ODP BUSINESS SOLUTIONS	ACCORDION FILES	AP061923	4253	Supplies - Office	96.36
PEERLESS NETWORK	POTS LINES	AP061923	4267	Telephone	133.21
QUADIENT FINANCE USA INC	FUNDS FOR POSTAGE MACHINE	AP061923	4233	Postage/Mailings	540.60

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 6/6/2023 Through 6/19/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE (4-1-23 thru 6-30-23)	AP061923	4243	Rent - Equipment	375.00
SIKICH PROFESSIONAL SERVICES	AUDIT YEAR ENDING 4-30-23 / MAY 2023	AP061923	4320	Audit	5,200.00
SNAP ON INDUSTRIAL	VEHICLE MAINTENANCE SUPPLIES	AP061923	4229	Maintenance - Vehicles	666.89
UNITED TALENT COORDINATORS	SUMMER CONCERT #1 June 29, 2023	AP061923	4239	Public Relations	1,250.00
VERIZON WIRELESS	VERIZON WIRELESS	AP061923	4267	Telephone	1,184.05
WHOLESALE DIRECT, INC.	STOCK PARTS	AP061923	4229	Maintenance - Vehicles	<u>297.54</u>
				Total Administration	32,302.34

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 6/6/2023 Through 6/19/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SUNCOM TV	CITY COUNCIL VIDEO 5-15-23	AP061923	4206	Cable Operations	300.00
				Total City Council	300.00

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 6/6/2023 Through 6/19/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CODE ENFORCEMENT REPRESENTATIV	CODE ENFORCEMENT SERVICES- MAY 2023	AP061923	4325	Consulting/Professional	1,318.00
DUPAGE LAWN LLC	LAWN MAINTENANCE- MAY 2023 /JUNE	AP061923	4328	Conslt/Prof Reimbursable	455.00
QUADIENT FINANCE USA INC	FUNDS FOR POSTAGE MACHINE	AP061923	4233	Postage/Mailings	30.20
				Total Community Development	1,803.20

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/6/2023 Through 6/19/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	MIXED LOAD 5-19-23	AP061923	4223	Maintenance - Building	873.00
119TH STREET MATERIALS	MIXED LOAD 5-31-23	AP061923	4223	Maintenance - Building	1,309.50
119TH STREET MATERIALS	MIXED LOAD 5-19-23	AP061923-2	4223	Maintenance - Building	873.00
119TH STREET MATERIALS	MIXED LOAD 5-31-23	AP061923-2	4223	Maintenance - Building	1,309.50
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 061703 (Wrong Vendor included)	APCREDIT061...	4223	Maintenance - Building	(1,309.50)
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 061703 (Wrong Vendor included)	APCREDIT061...	4223	Maintenance - Building	(873.00)
A&W TRAILER LLC	TREATED PLYWOOD AND SUPPLIES	AP061923	4229	Maintenance - Vehicles	410.00
AEP ENERGY	3017243669 2510 ABBEY DR LOT 278 DARIEN	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	970.39
AEP ENERGY	3017243647 75TH ST LEGS STREET LGT/CASS DARIEN	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	291.22
ALTA CONSTRUCTION EQUIPMENT IL	TIRES FOR #193	AP061923	4229	Maintenance - Vehicles	922.94
ALTA CONSTRUCTION EQUIPMENT IL	KUBOTA RENTALS	AP061923	4243	Rent - Equipment	3,950.00
ALTEC INSUSTRIES INC	ARIAL TRUCK INSPECTION	AP061923	4229	Maintenance - Vehicles	1,221.00
ALTORFER INDUSTRIES INC	DITCHING BUCKETS	AP061923	4815	Equipment	4,999.00
BUTTREY RENTAL SERVICES, INC.	PRE-MIXED FUEL	AP061923	4225	Maintenance - Equipment	249.90
CARLSEN'S ELEVATOR SERVICES	EMERGENCY BELL BATTERY	AP061923	4223	Maintenance - Building	546.59
CHASE CARD SERVICES	2 COMPUTER MONITORS	AP061923	4253	Supplies - Office	199.98
CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO ABATEMENT (3 of 4)	AP061923	4365	Mosquito Abatement	9,975.00
CUSTOM PRODUCTS CORPORATION	SIGNS	AP061923	4257	Supplies - Other	1,283.83
DECKER SUPPLY CO.	SIGN POST MATERIAL	AP061923	4257	Supplies - Other	2,677.00
DUPAGE COUNTY PUBLIC WORKS	PUBLIC WORKS SEWER BILL	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	21.81
EJ USA, INC.	ROAD/CURB INLETS	AP061923	4374	Drainage Projects	10,773.56

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/6/2023 Through 6/19/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
EJ USA, INC.	DRAINAGE PROJECT SUPPLIES	AP061923	4374	Drainage Projects	7,351.35
FROST SOLUTIONS LLC	RWIS SUBSCRIPTION	AP061923	4815	Equipment	19,600.00
HOME DEPOT	SUPPLIES FOR MAINTENANCE & OPERATIONS	AP061923	4223	Maintenance - Building	417.54
HOME DEPOT	SUPPLIES FOR MAINTENANCE & OPERATIONS	AP061923	4257	Supplies - Other	269.16
HOMER TREE CARE, INC.	EMERGENCY LIMB REMOVALS	AP061923	4375	Tree Trim/Removal	4,000.00
INDUSTRIAL ELECTRICAL SUPPLY	CLOCK TOWER ELECTRIC PARTS	AP061923	4223	Maintenance - Building	392.78
INTERSTATE BATTERY SYSTEM	BATTERY FOR #201	AP061923	4229	Maintenance - Vehicles	126.00
INTERSTATE BATTERY SYSTEM	SHOP SUPPLIES	AP061923	4229	Maintenance - Vehicles	438.00
INTERSTATE BATTERY SYSTEM	BATTERY FOR #111	AP061923	4229	Maintenance - Vehicles	192.00
JC LANDSCAPING/TREE SERVICE	DRAINAGE PROJECT - 7201 SUMMIT	AP061923	4374	Drainage Projects	11,325.00
JC LANDSCAPING/TREE SERVICE	DRAINAGE PROJECT- 1517 EVERGREEN LN	AP061923	4374	Drainage Projects	4,805.00
LANDMARK CONSTRUCTION SERVICES	CITY HALL BALCONY	AP061923	4223	Maintenance - Building	24,607.00
M & M HOME REMODELING SERVICES	POLICE DEPT ROOF REPAIR	AP061923	4223	Maintenance - Building	5,682.00
McMASTER-CARR	DRILL BITS	AP061923	4223	Maintenance - Building	70.75
McMASTER-CARR	FITTINGS	AP061923	4225	Maintenance - Equipment	206.71
MID-TOWN PETROLEUM ACQUISITION	MAINTENANCE EQUIPMENT	AP061923	4225	Maintenance - Equipment	3,318.33
MID-TOWN PETROLEUM ACQUISITION	MAINTENANCE SUPPLIES	AP061923	4225	Maintenance - Equipment	431.58
NICOR GAS	NICOR GAS 90841110001 -1041 S FRONTAGE RD	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	131.00
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN 6-5-23	AP061923	4219	Liability Insurance	117.00
POMP'S TIRE SERVICE, INC.	TIRES FOR #400	AP061923	4229	Maintenance - Vehicles	326.16

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/6/2023 Through 6/19/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
QUADIENT FINANCE USA INC	FUNDS FOR POSTAGE MACHINE	AP061923	4233	Postage/Mailings	20.80
RAGS ELECTRIC	STREET LIGHT REPAIRS	AP061923	4359	Street Light Oper & Maint.	631.42
RAGS ELECTRIC	POLE 227	AP061923	4359	Street Light Oper & Maint.	608.00
RAGS ELECTRIC	STREET LIGHT LED PANEL REPLACEMENTS	AP061923	4359	Street Light Oper & Maint.	456.00
SHREVE SERVICES INC	TOPSOIL 5-26-23	AP061923	4257	Supplies - Other	640.00
SUBURBAN CONCRETE, INC.	RESIDENTIAL CONCRETE PROGRAM	AP061923	4381	Residential Concrete Program	21,793.88
SUBURBAN DOOR CHECK & LOCK SVC	KEYS AND KEY-TAGS	AP061923	4223	Maintenance - Building	58.38
TAMELING INDUSTRIES	SEED MIX	AP061923	4257	Supplies - Other	220.00
TAMELING INDUSTRIES	SEED MIX	AP061923	4257	Supplies - Other	251.57
TERRAIN LANDSCAPE CONTRACTORS	PARTIAL INVOICE-CLOCK TOWER PROJECT	AP061923	4223	Maintenance - Building	40,000.00
TOM NELSON	REIMBURSE SPRINKLER REPAIR-1623 CLARE	AP061923	4257	Supplies - Other	166.00
TOTAL SAFETY U.S. INC	WINCH REPAIR	AP061923	4225	Maintenance - Equipment	1,200.00
TOTAL SAFETY U.S. INC	MAINTENANCE EQUIPMENT	AP061923	4225	Maintenance - Equipment	420.00
TRUGREEN	FERTILIZATION -MULTIPLE SITES APRIL 2023	AP061923	4350	Forestry	3,944.55
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	AP061923	4223	Maintenance - Building	63.23
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES-POLICE DEPT	AP061923	4223	Maintenance - Building	221.83
VERIZON WIRELESS	AIR CARDS	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	452.81
VULCAN CONSTRUCTION MATERIALS	STONE DELIVERY 5-23 and 5-24-23	AP061923	4257	Supplies - Other	3,397.13
XBE CHICAGO	YARD CLEAN UP 5-31-23	AP061923	4223	Maintenance - Building	4,140.00
				Total Public Works, Streets	203,167.68

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/6/2023 Through 6/19/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	ORG CRIME TASKFORCE CONFERENCE- LOREK	AP061923	4263	Training and Education	100.00
119TH STREET MATERIALS	ORG CRIME TASKFORCE CONFERENCE- DOLLINS	AP061923	4263	Training and Education	100.00
119TH STREET MATERIALS	ORG CRIME TASKFORCE CONFERENCE- STUTTE	AP061923	4263	Training and Education	100.00
119TH STREET MATERIALS	ORG CRIME TASKFORCE CONFERENCE- SKWERES	AP061923	4263	Training and Education	100.00
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 061703 (Wrong Vendor included)	APCREDIT061...	4263	Training and Education	(400.00)
BAZOS FREEMAN LLC	ADMIN TOW HEARING JUDGE FEE- MAY 2023	AP061923	4219	Liability Insurance	275.00
CHASE CARD SERVICES	RANGE SUPPLIES FOR SWAT TRAINING	AP061923	4217	Investigation and Equipment	157.56
CHASE CARD SERVICES	BATTERIES FOR AED'S	AP061923	4219	Liability Insurance	98.85
CHASE CARD SERVICES	DUPLICATE TITLE FOR D10 SOLD AT AUCTION	AP061923	4229	Maintenance - Vehicles	51.13
CHASE CARD SERVICES	CUPS FOR BOOKING AREA	AP061923	4253	Supplies - Office	3.44
CHASE CARD SERVICES	STORAGE BIN FOR SGT LISS OEM	AP061923	4253	Supplies - Office	18.46
CHASE CARD SERVICES	KEYBOARD AND MOUSE	AP061923	4253	Supplies - Office	76.10
CHASE CARD SERVICES	7 OTTERBOXES FOR ZONE PHONES AND SERGEANTS	AP061923	4253	Supplies - Office	192.36
CHASE CARD SERVICES	FILE LABELS	AP061923	4253	Supplies - Office	33.02
CHASE CARD SERVICES	PENS & WHITEBOARD CLEANER	AP061923	4253	Supplies - Office	67.55
CHASE CARD SERVICES	TONER	AP061923	4253	Supplies - Office	73.87

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/6/2023 Through 6/19/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHASE CARD SERVICES	TONER	AP061923	4253	Supplies - Office	162.40
CHASE CARD SERVICES	TONER	AP061923	4253	Supplies - Office	163.59
CHASE CARD SERVICES	BINDERS AND BINS FOR OEMC	AP061923	4253	Supplies - Office	90.05
CHASE CARD SERVICES	NOTEPADS	AP061923	4253	Supplies - Office	69.62
CHASE CARD SERVICES	TONER	AP061923	4253	Supplies - Office	243.61
CHASE CARD SERVICES	CLASS CANCELLED- REFUND	AP061923	4263	Training and Education	(599.00)
CHASE CARD SERVICES	CAR SEAT SAFETY CLASS- SILKAITIS	AP061923	4263	Training and Education	95.00
CHASE CARD SERVICES	INTERNET- POLICE DEPT	AP061923	4267	Telephone	299.74
CHRISTINE CHARKEWYCZ	PROSECUTION FEES- MAY 2023	AP061923	4219	Liability Insurance	1,100.00
COOK COUNTY STATES ATTN Y	COOK COUNTY REGIONAL ORGANIZED CRIME TASK FORCE CONFERENCE	AP061923-2	4263	Training and Education	400.00
IL LAW ENFORCEMENT ADMIN PROF	IL LEAP CONFERENCE 2023 - ROSE G	AP061923	4263	Training and Education	349.00
INDUSTRIAL ORG SOLUTIONS	PSYCH EVAL- POLICE CANDIDATE -B. CARLSON	AP061923	4205	Boards and Commissions	575.00
JUST TIRES	TIRES FOR D4	AP061923	4229	Maintenance - Vehicles	176.66
KAESER & BLAIR INCORPORATED	NATIONAL NIGHT OUT GIVE-AWAYS	AP061923	4239	Public Relations	313.00
NICOR GAS	NICOR 82800010009 1710 PLAINFIELD RD	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	636.86
PRI MANAGEMENT GROUP	STAFFING WEBINAR- ROSE G	AP061923	4263	Training and Education	99.00
QUADIENT FINANCE USA INC	FUNDS FOR POSTAGE MACHINE	AP061923	4233	Postage/Mailings	428.40
THEODORE POLYGRAPH SERVICE	POLYGRAPH EXAM- PO CANDIDATE SANCHEZ	AP061923	4205	Boards and Commissions	200.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/6/2023 Through 6/19/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
THOMSON REUTERS -WEST	CLEAR PROFLEX SOFTWARE SUBSCRIPTION	AP061923	4217	Investigation and Equipment	394.81
VERIZON WIRELESS	VERIZON WIRELESS	AP061923	4267	Telephone	754.90
VILLAGE OF LEMONT	RANGE FEES- MAY 2023	AP061923	4243	Rent - Equipment	100.00
WEX BANK	GAS FOR POLICE DEPT	AP061923	4273	Vehicle (Gas and Oil)	<u>210.22</u>
				Total Police Department	<u>7,310.20</u>
				Total General Fund	<u>244,883.42</u>

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/6/2023 Through 6/19/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	LICENSE PLATE LIGHT #408	AP061923	4229	Maintenance - Vehicles	15.00
CENTRAL SOD FARMS	SOD PURCHASE 5-4-23	AP061923	4231	Maintenance - Water System	360.00
CENTRAL SOD FARMS	SOD PURCHASE 5-4-23	AP061923	4231	Maintenance - Water System	390.00
CENTRAL SOD FARMS	SOD PURCHASE 5-4-23 PALLETS RETURNED	AP061923	4231	Maintenance - Water System	(30.00)
CENTRAL SOD FARMS	SOD PURCHASE 5-5-23	AP061923	4231	Maintenance - Water System	390.00
CENTRAL SOD FARMS	SOD PURCHASE 5-5-23-PALLETS RETURNED	AP061923	4231	Maintenance - Water System	(30.00)
CENTRAL SOD FARMS	SOD PURCHASE 5-6-23	AP061923	4231	Maintenance - Water System	390.00
CENTRAL SOD FARMS	SOD PURCHASE 5-6-23 -PALLETS RETURNED	AP061923	4231	Maintenance - Water System	(30.00)
CENTRAL SOD FARMS	SOD PURCHASE 5-5-23	AP061923	4231	Maintenance - Water System	390.00
CENTRAL SOD FARMS	SOD PURCHASE 5-5-23-PALLETS RETURNED	AP061923	4231	Maintenance - Water System	(30.00)
CENTRAL SOD FARMS	SOD PURCHASE 5-19-23	AP061923	4231	Maintenance - Water System	360.00
CENTRAL SOD FARMS	SOD PURCHASE 5-26-23	AP061923	4231	Maintenance - Water System	360.00
CHASE CARD SERVICES	WATER METER FOR 1005 HINSWOOD	AP061923	4880	Water Meter Purchases	214.45
COM ED	3118112014 2103 75TH ST PUMP STATION	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	397.94
CONSTELLATION NEW ENERGY, INC.	67TH RIDGE	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	53.16
CONSTELLATION NEW ENERGY, INC.	67TH RIDGE	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	50.71
CONSTELLATION NEW ENERGY, INC.	0 LAKEVIEW & OAKLEY	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	22.68
CONSTELLATION NEW ENERGY, INC.	0 LAKEVIEW & OAKLEY	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	22.68
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT RD	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	78.65
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT RD	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	71.05
CONSTELLATION NEW ENERGY, INC.	18W736 MANNING	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	55.90
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD RD	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,981.57
CORE & MAIN	SOLID SLEEVES PER BID \$309.50	AP061923	4231	Maintenance - Water System	619.00
DUPAGE COUNTY PUBLIC WORKS	PUBLIC WORKS SEWER BILL	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	21.81

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/6/2023 Through 6/19/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DUPAGE WATER COMMISSION	WATER PURCHASE -(4-30-23 thru 5-31-2023)	AP061923	4340	DuPage Water Commission	441,856.03
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES- MAY 2023	AP061923	4345	Janitorial Service	490.00
GRAINGER	SAFE LADDER EXTENSION	AP061923	4231	Maintenance - Water System	257.01
HOME DEPOT	SUPPLIES FOR MAINTENANCE & OPERATIONS	AP061923	4223	Maintenance - Building	390.74
HOME DEPOT	SUPPLIES FOR WATER SYSTEM OPERATIONS	AP061923	4231	Maintenance - Water System	1,431.93
LEE JENSEN SALES, CO., INC.	ALUMINUM PANELS	AP061923	4219	Liability Insurance	2,640.00
LEE JENSEN SALES, CO., INC.	CM SCREW PIN	AP061923	4231	Maintenance - Water System	204.00
NICOR GAS	NICOR GAS 90841110001 -1041 S FRONTAGE RD	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	131.00
NICOR GAS	NICOR GAS 23644110001 -8600 LEMONT RD	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	88.49
NICOR GAS	NICOR GAS 12344110007-1897 MANNING	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	65.46
NICOR GAS	NICOR GAS 05002110004 -1930 MANNING	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	88.09
NICOR GAS	NICOR GAS 21710264942 1220 PLAINFIELD RD	AP061923	4271	Utilities (Elec,Gas,Wtr,Sewer)	118.93
SHREVE SERVICES INC	TOPSOIL - 5-16 AND 5-17-23	AP061923	4231	Maintenance - Water System	1,920.00
SHREVE SERVICES INC	TOPSOIL 5-31-23	AP061923	4255	Supplies - Operation	640.00
SITE ONE LANDSCAPE SUPPLY	MULCH AND SEED	AP061923	4231	Maintenance - Water System	476.45
SUBURBAN LABORATORIES	WATER SAMPLES- MARCH 2023	AP061923	4231	Maintenance - Water System	360.00

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/6/2023 Through 6/19/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
SUBURBAN LABORATORIES	WATER SAMPLES -MAY 2023	AP061923	4241	Quality Control	360.00
TAMELING INDUSTRIES	SEED MIX	AP061923	4255	Supplies - Operation	330.00
TRUGREEN	FERTILIZATION-CITY BUILDINGS	AP061923	4223	Maintenance - Building	438.40
TRUGREEN	FERTILIZATION -MULTIPLE SITES APRIL 2023	AP061923	4223	Maintenance - Building	305.00
TRUGREEN	FERTILIZATION-BASINS, CITY SIGNS	AP061923	4350	Forestry	6,183.56
UNDERGROUND PIPE & VALVE CO.	VALVE BOX RISER	AP061923	4231	Maintenance - Water System	996.00
VERIZON WIRELESS	VERIZON WIRELESS	AP061923	4267	Telephone	596.85
VERIZON WIRELESS	SCADA SYSTEM	AP061923	4267	Telephone	125.14
VERIZON WIRELESS	LEAK LOGGING	AP061923	4815	Equipment	1,067.48
XBE CHICAGO	YARD CLEAN UP 12-2-22	AP060823	4231	Maintenance - Water System	2,279.64
XBE CHICAGO	YARD CLEAN UP 12-7-22	AP060823	4231	Maintenance - Water System	1,265.64
XBE CHICAGO	YARD CLEAN UP 12-16-22	AP060823	4231	Maintenance - Water System	1,284.00
XBE CHICAGO	STOP PAY ON CK 060756 Vendor did not receive initial check	AP060823	4231	Maintenance - Water System	(35.00)
XBE CHICAGO	STOP PAY ON CK 060826 Vendor did not receive initial check	AP060823	4231	Maintenance - Water System	(35.00)
XBE CHICAGO	CREDIT FOR VOIDED CK 060756	APCREDIT060...	4231	Maintenance - Water System	(1,265.64)
XBE CHICAGO	CREDIT FOR VOIDED CK 060756	APCREDIT060...	4231	Maintenance - Water System	(2,279.64)
XBE CHICAGO	CREDIT FOR VOIDED CK 060826	APCREDIT060...	4231	Maintenance - Water System	(1,284.00)
ZIEBELL WATER SERVICE PRODUCTS	VALVE BOX EXTENSION	AP061923	4231	Maintenance - Water System	900.00
ZIEBELL WATER SERVICE PRODUCTS	REPAIR CLAMPS	AP061923	4231	Maintenance - Water System	3,504.00
ZIEBELL WATER SERVICE PRODUCTS	MAINTENANCE SUPPLIES	AP061923	4231	Maintenance - Water System	1,673.00

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/6/2023 Through 6/19/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Public Works, Water	473,692.16
				Total Water Fund	473,692.16

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 6/6/2023 Through 6/19/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AEP ENERGY	3018018402 0 SW CIR 75TH ST ADAMS DARIEN	AP061923	4840	Street Lights	965.41
AEP ENERGY	3017243636	AP061923	4840	Street Lights	20.37
AEP ENERGY	3017243658 S FRONTAGE 0 E CASS ST DARIEN	AP061923	4840	Street Lights	46.87
AEP ENERGY	3017243670 SW CORNER 75TH ST PLAINFIELD RD DARIEN	AP061923	4840	Street Lights	183.93
				Total MFT Expenses	1,216.58
				Total Motor Fuel Tax	1,216.58

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 6/6/2023 Through 6/19/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CUSTOM PRODUCTS CORPORATION	SIGNS	AP061923	4380	Sidewalk Replacement Progr...	2,369.76
GEORGE MAROSI	REIMBURSEMENT CURB	AP061923	4383	Curb & Gutter Replacement ...	667.00
JC LANDSCAPING/TREE SERVICE	DITCH GRADING- GAIL	AP061923	4376	Ditch Projects	10,730.00
KLOA, INC.	ENGINEERING SERVICES-67TH ST	AP061923	4390	Capital Improv-Infrastructure	2,587.53
NORWALK TANK	69TH ST STORM SEWER	AP061923	4376	Ditch Projects	3,212.40
NORWALK TANK	69TH ST STORM SEWER SUPPLIES	AP061923	4376	Ditch Projects	471.63
STAN POPOVICH	REIMBURSEMENT SIDEWALK	AP061923	4380	Sidewalk Replacement Progr...	594.00
SUBURBAN CONCRETE, INC.	SIDEWALKS	AP061923	4380	Sidewalk Replacement Progr...	106,585.88
SUBURBAN CONCRETE, INC.	ADA SIDEWALK REMOVAL/REPLACEM...	AP061923	4380	Sidewalk Replacement Progr...	8,673.75
SUBURBAN CONCRETE, INC.	CURB AND GUTTER PROGRAM	AP061923	4383	Curb & Gutter Replacement ...	517,795.00
				Total Capital Fund Expenditures	653,686.95
				Total Capital Improvement Fund	653,686.95
Report Total					1,373,479.11



ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/17	Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) \$4138.70- INCLUDING PAYMENTS RECEIVED	-4,138.70
05/05	DAILY HERALDONLINE 847-427-4333 IL <i>SUBSCRIPTION</i>	16.00
05/10	ZOOM.US 888-799-9666 WWW.ZOOM.US CA <i>SUBSCRIPTION</i> MARY BELMONTE TRANSACTIONS THIS CYCLE (CARD 8706) \$31.99	15.99
05/16	SQ *NATIONAL TACTICAL OFF COLORADO SPRI CO <i>REFUND</i>	-599.00
05/02	AMZN Mktp US*EC4T75CU3 Amzn.com/bill WA <i>KEYBOARD + MOUSE</i>	76.10
05/04	Amazon.com*NB7W76XR3 Amzn.com/bill WA <i>OTTERBOXES</i>	192.36
05/04	AMZN Mktp US*WH6MZ2HK3 Amzn.com/bill WA <i>LABELS</i>	33.02
05/05	AMZN Mktp US*LN7K449W3 Amzn.com/bill WA <i>AED BATTERIES</i>	98.85
05/05	STAPLS7376289318000001 877-8267755 MI <i>TONER</i>	162.40
05/10	STAPLS7609361906000001 877-8267755 MI <i>TONER</i>	163.59
05/11	STAPLS7609523756000001 877-8267755 MI <i>BINDERS + BINS</i>	90.05
05/12	Amazon.com*EG03F8WJ3 Amzn.com/bill WA <i>NOTE PADS</i>	69.62
05/17	AMZN Mktp US*V18PK2633 Amzn.com/bill WA <i>TONER</i>	243.61
05/21	COMCAST CHICAGO 800-COMCAST IL <i>POLICE DEPT INTERNET</i>	299.74
05/23	AMZN Mktp US*FW53M0NC3 Amzn.com/bill WA <i>PENS + WHITE BOARD CLEANER</i>	67.55
05/24	STAPLS7610039452000001 877-8267755 MI <i>TONER</i> ROSE MARY GONZALEZ TRANSACTIONS THIS CYCLE (CARD 2755) \$971.76	73.87
05/01	OFFICE DEPOT #340 DOWNERS GROVE IL <i>TONER</i>	180.57
05/22	COMCAST CHICAGO 800-COMCAST IL <i>PUBLIC WORKS INTERNET</i>	217.18
05/25	MIDWEST METER 217-6234064 IL <i>WATER METER</i>	214.45
05/29	Amazon.com*O74JG5A63 Amzn.com/bill WA <i>2 COMPUTER MONITORS</i>	199.98
05/30	CHICAGO TRIB SUBSCRIPTIO 312-546-7900 IL <i>SUBSCRIPTION</i> DANIEL GOMBAC TRANSACTIONS THIS CYCLE (CARD 1571) \$820.14	7.96
05/10	SAFE KIDS WORLDWIDE 202-6620600 DC <i>CAR SEAT CLASS-SILKAITIS</i>	95.00
05/11	THE HOME DEPOT 1905 DARIEN IL <i>RANGE SUPPLIES</i>	157.56
05/15	WAL-MART #2215 DARIEN IL <i>DRINK CUPS</i>	3.44
05/25	WAL-MART #2215 DARIEN IL <i>STORAGE BIN-SQTLISS</i>	18.46
05/25	ILSOS NAPERVILLE VEHIC 217-7853920 IL <i>COPY OF DIO TITLE</i> JONATHON SILKAITIS TRANSACTIONS THIS CYCLE (CARD 9756) \$325.59	51.13

2023 Totals Year-to-Date

Total fees charged in 2023	\$0.00
Total interest charged in 2023	\$0.00

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

INTEREST CHARGES

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



Customer Service:
1-800-275-0863



Mobile: Download the
Chase Mobile® app today

June 2023						
S	M	T	W	T	F	S
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	1
2	3	4	5	6	7	8

New Balance
\$2,149.48
 Minimum Payment Due
\$429.00
 Payment Due Date
06/24/23

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

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

ACCOUNT SUMMARY

Previous Balance	\$4,138.70
Payment, Credits	-\$4,737.70
Purchases	+\$2,748.48
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	<u>\$0.00</u>
New Balance	\$2,149.48
Opening/Closing Date	05/03/23 - 06/02/23
Credit Limit	\$50,000
Available Credit	\$47,850
Cash Access Line	\$2,500
Available for Cash	\$2,500
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

AGENDA MEMO
City Council
Meeting Date: June 19, 2023

Issue Statement

Consideration of a motion to grant a waiver of the raffle license bond requirement for the Darien Woman's Club.

BACKUP

Background/History

The Darien Woman's Club has applied for a Class B Raffle License. The dates of the Raffles are February 1, 2024 through February 28, 2024. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the Darien Woman's Club raffle be waived.

Alternate Consideration

Not approve waiver.

Decision Mode

This item will be placed on the June 23, 2023 City Council Agenda for formal consideration.



CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License
 Class B License

NAME OF ORGANIZATION: DARIEN WOMAN'S CLUB

ADDRESS: 1702 PLAIDFIELD RD. DARIEN, IL 60561

TELEPHONE NUMBER: 630-222-2449 FAX NUMBER: _____

TYPE OF ORGANIZATION: CHARITABLE
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
DARIEN and SURROUNDING AREAS
Raffle

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
8:00 am - 9:00 pm.

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
February 1, 2024 through February 28, 2024

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
CARRIAGE GREEN COUNTRY CLUB
8700 Carriage Green Dr. Darien, IL, 60561

I, Lynn Novak, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.

Lynn Novak
Presiding Officer
President

ATTEST:

Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

From: [Sandra Brennan](#)
To: [Maria Gonzalez](#)
Cc: [Lynn Novak - Villas](#)
Subject: Documentation letter to accompany Applicatio for Raffle License
Date: Wednesday, May 31, 2023 3:07:31 PM

Hello,

I am requesting a waiver of the bond fee for the Darien Woman's Club - February 2024 Raffle.

Thank you,
Sandra Brennan
Ways and Means Chair

CAUTION: This e-mail originated outside of the City's email system. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

AGENDA MEMO
CITY COUNCIL
June 19, 2023

Issue Statement

Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the class “J” Temporary Liquor License for Darien Lions Club.

BACKUP

Background/History

The Darien Lions Club is hosting October Fest, which will be held on Saturday, September 23, 2023 at Carriage Greens Country Club. They have requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee.

Staff/Committee Recommendation

Staff recommends waiving the fee for the Temporary Liquor License for the Darien Lions Club

Alternate Consideration

Not approving the motion at this time would be an alternate consideration.

Decision Mode

This item will be on the June 19, 2023 City Council Agenda for formal consideration.



CITY OF DARIEN

APPLICATION FOR TEMPORARY LIQUOR LICENSE

THIS APPLICATION IS FOR: CLASS "J" TEMPORARY LIQUOR LICENSE —

"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." FEE IS \$50.00 PER DAY NOT TO EXCEED THREE (3) CONSECUTIVE DAYS.

NAME OF ORGANIZATION OR GROUP Darien Lions Club

ADDRESS 1702 Plainfield Rd PHONE 630-991-6115

TYPE OF EVENT Octoberfest

LOCATION OF EVENT Carriage Greens Country Club

DATE AND TIME OF EVENT Sept 23 2023 2-9 PM

NAME OF APPLICANT OR REPRESENTATIVE Michael Falco

ADDRESS 730 S Spring Ave PHONE 630-991-6115

NAME OF CHAIRMAN OF EVENT Michael Falco

ADDRESS _____ PHONE _____


Signature of Applicant

FEE: _____

DATE PAID: _____

Date Approved: _____

Application Approved: _____

License No. Issued _____

Joseph A. Marchese, Liquor Commissioner

MANDATORY: PROOF OF DRAM SHOP INSURANCE MUST BE ATTACHED TO THIS APPLICATION COVERING DATE(S) OF EVENT AND DESIGNATING THE CITY OF DARIEN AS ADDITIONAL INSURED ALONG WITH A CHECK TO COVER FEE.

From: [Michael Falco](#)
To: [Maria Gonzalez](#)
Subject: Waiver
Date: Wednesday, June 14, 2023 11:38:03 AM

To whom it may concern,

We are with the Darien Lions Club and we are hosting a Oktoberfest on Saturday , September 23, 2023. We are planning on selling alcohol beverages at this event which is located at Carriage Greens Country Club starting at 2:00 pm and ending at 9:00 pm. I am asking for a waiver of the \$50.00 temporary liqueur license fee.

Best regards,
Michael Falco
Chairman 2023 Oktoberfest

Sent from my iPhone

CAUTION: This e-mail originated outside of the City's email system. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

AGENDA MEMO
City Council
June 19, 2023

ISSUE STATEMENT

A motion to approve the expenditure of budgeted funds to purchase (1) Traffic App Suite 36 month software license from All Traffic Solutions, Inc. in the amount of \$7,650.

BACKUP

BACKGROUND/HISTORY

The Police Department is requesting to purchase a software license requested under FYE24 budget line item 01-40-4225 Radar Sign Maintenance.

In 2015 the City purchased (2) Traffic Speed Display signs in order to slow down drivers by capturing and displaying their speeds. The signs also capture data enabling law enforcement to target areas that may need increased traffic enforcement. The signs can also display dangerous conditions on the road ahead such as construction areas.

Each year the City purchases an annual renewal of the Traffic Suite software for \$3,000. All Traffic Solutions, Inc. offers a 15% multi-year discount for a three-year contract in the amount of \$7,650 which would save the City \$450 annually.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, the committee recommends that the City approve the payment of the 36-month renewal of the Traffic App Suite.

ALTERNATE CONSIDERATION

The alternate consideration would be to not purchase the 36-month renewal of the Traffic App Suite.

DECISION MODE

This item will be placed on the June 19, 2023, City Council Agenda for formal Council approval.



RENEWAL QUOTE

Renewal Number: Q-72639
Issue Date: 11/28/2022

Account ID: 206410

For Questions please contact:
Derick Guyan
(571) 339-3976, 218
dguyan@alltrafficsolutions.com

All Traffic Solutions Inc.
14201 Sullyfield Cr., Ste 300 Chantilly, VA 20151
Phone: 814-237-9005 • Fax: 814-237-9006
Tax ID: 25-1887906
Purchase Order Address: 3100 Research Dr.
State College, PA 16801

Bill To:

City of Darien
ATTN: Steven Liss
1710 Plainfield Road
Darien IL 60561

Billing Contact:

Multi-Year Discount Options:

24 Month Renewal, Save 10%
36 Month Renewal, Save 15%

Contract:

Current/Prior Expiration Date: 5/28/2023 12:00:00 AM
Renewal Term : 12 Month
Expiration after Renewal : 5/28/2024 12:00:00 AM

Item No	Description	For Qty Devices	Annual Unit Price	Total Per Billing Interval
4000773	App, Traffic Suite (36mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	2	\$4,500.00	\$9,000.00
4001191	App, Discount - Renewal	1	(\$1,350.00)	(\$1,350.00)

Total: \$7,650.00

Special Notes:

Renewal Options:

- **Renewal quote signature required below for sales order to be valid.**
- **Sign and Pay from This Quote:** Pay directly from this quote after signing below. A signed copy must be sent to ATS via email/fax/mail.
- **Sign and Return Quote:** Sign below indicating you have initiated payment process and authorize the continuation of services. Payment must be received within 30 days from expiration for continuity of service.
- **Issue Purchase Order:** Issue a Purchase Order for the renewal. We will re-submit a new invoice referencing that PO.

Renewal Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

--	--

Print Name

Title

--	--

Signature

Date

AGENDA MEMO
City Council
June 19, 2023

ISSUE STATEMENT

A motion to approve the expenditure of budgeted funds for the payment of annual membership dues with the DuPage Metropolitan Enforcement Group (DUMEG) in the amount of \$17,680.

BACKUP

BACKGROUND/HISTORY

The committee requests the payment of FY24 DUMEG annual membership dues under FYE24 budget line item 01-40-4337 DUMEG.

The City, through its police department, participates in a countywide drug enforcement task force managed by the Illinois State Police. The DuPage Metropolitan Enforcement Group (DUMEG) is staffed and funded by the member agencies within the county. The Darien Police Department is not a manpower contributor to DUMEG, but rather a fair share contributor. The fair share calculation is \$520 per authorized officer (34) for a total financial contribution of \$17,680.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, committee recommends that the City approve the annual dues payment for DUMEG in the amount of \$17,680.

ALTERNATE CONSIDERATION

The alternate consideration would be to not participate in the countywide drug enforcement task force.

DECISION MODE

This item will be placed on the June 19, 2023, City Council Agenda for formal Council approval.



DU PAGE METROPOLITAN ENFORCEMENT GROUP

01-40-4337 24337DUME

April 11, 2023

Chief Greg Thomas
Darien Police Department
1710 Plainfield Road
Darien, IL 60561

Dear Chief Thomas:

As approved by the DuPage MEG Policy Board your "Fair Share" contributions for FY24 to DuPage MEG is \$17,680.00. This figure is based upon \$520 per authorized officer.

Please send your contribution directly to DUMEG by July 31, 2023 so that proper budgeting for FY24 may be implemented.

If you have any questions regarding your contribution, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Hayden".

Director Timothy P. Hayden
Chairman, DuPage MEG

DUMEG

P.O. BOX 162 • CLARENDON HILLS, ILLINOIS 60514-0162
VOICE: 630 - 325 - 4784 FAX: 630 - 325 - 4762

AGENDA MEMO
City Council
June 19th, 2023

ISSUE STATEMENT

A motion to approve the expenditure of budgeted funds to purchase ammunition from Kiesler's Police Supply in the amount of \$18,968.75

BACKGROUND/HISTORY

The police department is requesting to order ammunition requested under FYE24 budget, line item 01-40-4217. Sgt. Jump handles purchases for the firearms program and training. Kiesler Police Supply has the state contract on ammunition and therefore the sole source for our purchase. Due to a shortage of ammunition, it can take up to 12 months or longer for delivery of orders.

Proposals/Bids

<u>Kiesler's Police Supply</u>		
5.56MM	Federal 55 Grain Full Metal Jacket Boattail (15,500 rounds)	\$7,223.00
223	Speer Gold Dot Duty Rifle Soft Point (2,500 rounds)	\$1,489.25
9mm	Federal American Eagle Full Metal Jacket (17,000 rounds)	\$4,012.00
40S&W	Federal American Eagle 180 Full Metal Jacket, Ball (11,000 rounds)	\$3,934.15
9mm	Speer Gold Dot Duty Hollow point (2,000 rounds)	\$844.10
40S&W	Speer Gold Dot 180 Hollow Point (1,000 rounds)	\$465.75
9mm	Federal Ballistic RHT Luger (2,000 rounds)	\$1,000.50
TOTAL		\$18,968.75

STAFF/COMMITTEE RECOMMENDATION

The Committee recommends approval of a motion authorizing the purchase of ammunition from Kiesler's Police Supply in the amount of \$18,968.77

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the June 19th, 2023 agenda for formal Council consideration and approval.



Sales Quote

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer
DARIEN POLICE DEPARTMENT
1710 PLAINFIELD ROAD
ATTN: ROSE GONZALEZ
DARIEN, IL 60561

Ship-to Address

Your Reference
Bill-to Customer No. L03762
Tax Registration No.

No. Q141734
Document Date May 11, 2023
Due Date June 10, 2023
Payment Terms
Payment Method
Tax Identification Type Legal Entity
Shipment Method

Salesperson
Email
Home Page
Phone No.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
FEDEXM193FC	FEDERAL 5.56MM 55 GRAIN FULL METAL JACKET BOATTAIL 500RD/CASE, 20RD/BOX (IN STOCK AT THIS TIME)	31	CASE	233.00	7,223
SPEER24475	SPEER GOLD DOT DUTY RIFLE 223REM 75 GRAIN SOFT POINT, 500RDS/CASE, 20RDS/BOX LTRLM-IL	5	CASE	297.85	1,489.25
FEDEAE9DP100	FEDERAL AMERICAN EAGLE 9MM LUGER 115 GRAIN FULL METAL JACKET 500RD/CASE, 100RD/BOX (IN STOCK AT THIS TIME)	34	CASE	118.00	4,012
FEDEAE40R1	FEDERAL AMERICAN EAGLE 40S&W 180 GRAIN FULL METAL JACKET, BALL 1000RDS/CASE,50RDS/BOX (IN STOCK AT THIS TIME) ACHAK-IL	11	CASE	357.65	3,934.15
SPEER53619	SPEER GOLD DOT 9MM 147 GRAIN HOLLOW POINT 1000RDS/CASE, 50RDS/BOX AHRRM-IL	2	CASE	422.05	844.1
SPEER53962	SPEER GOLD DOT 40S&W 180 GRAIN HOLLOW POINT 1000RDS/CASE 50RDS/BOX RCALH-IL	1	CASE	465.75	465.75
FEDEBC9NT3	FEDERAL BALLISTICLEAN RHT 9MM LUGER 100 GRAIN REDUCED HAZARD TRAINING, NON-TOXIC FRANGIBLE 1000RDS/CASE,50RDS/BOX	2	CASE	500.25	1,000.5
KIESLER LIFTGATE	IF A LIFTGATE IS REQUIRED AN ADDITIONAL FEE OF \$150 WILL APPLY. PLEASE ADVISE PRIOR TO ORDERING.	1	EACH	0.00	0



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
FORMAT RYAN	QUOTED BY RYAN DOLD KIESLER POLICE SUPPLY 2802 SABLE MILL RD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS RDOLD@KIESLER.COM	1	EACH	0.00	0
Amount Subject to Sales Tax				0.00	Subtotal 18,968.75
Amount Exempt from Sales Tax				18,968.75	Total Tax 0.00
				Total \$ Incl. Tax	18,968.75
				Tax Amount	0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-4M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.

AGENDA MEMO

City Council

June 19, 2023

ISSUE STATEMENT

A resolution authorizing the purchase of (4) Pro License Bundle 5 year software license agreements from Axon Enterprises Inc. using Department of Justice award money in the amount of \$9,464.04 paid over 5 years.

RESOLUTION

BACKGROUND/HISTORY

In 2023, the City purchased Body Worn Cameras, this included access to Evidence.com software from Axon Enterprises Inc. Police Department staff is requesting to purchase the additional Pro License Bundle software to enhance the Evidence.com library capabilities. The Pro License Bundle software allows officers and supervisors to view several videos at the same time as opposed to viewing each one consecutively. This feature will reduce the amount of time that sergeants spend viewing videos for report purposes. Axon Enterprises, Inc. is the sole source for this proprietary software.

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 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 departments 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 \$277,529.96 as of May 31, 2023.

STAFF/COMMITTEE RECOMMENDATION

Committee recommends approval of the resolution authorizing the purchase

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the June 19, 2023 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF (4) PRO LICENSE BUNDLE 5 YEAR LICENSE AGREEMENTS FROM AXON ENTERPRISES INC. USING DEPARTMENT OF JUSTICE AWARD MONEY IN THE AMOUNT OF \$9,464.04 PAID OVER 5 YEARS

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 (4) Pro License Bundle 5 year software license agreements from Axon Enterprises Inc. in the amount of \$9,464.04 paid over 5 years, 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 19th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-484142-45089.676AH

Issued: 06/12/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 07/01/2023

Account Number: 112374

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
1710 Plainfield Rd 1710 Plainfield Rd Darien, IL 60561-5044 USA	Darien Police Dept. - IL 1710 Plainfield Rd Darien IL 60561-5044 USA Email:	Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	Jason Norton Phone: 630-353-8334 Email: jnorton@darienil.gov Fax:

Quote Summary

Program Length	56 Months
TOTAL COST	\$9,464.04
ESTIMATED TOTAL W/ TAX	\$9,464.04

Discount Summary

Average Savings Per Year	\$17.27
TOTAL SAVINGS	\$80.60

Payment Summary

Date	Subtotal	Tax	Total
Jul 2023	\$1,483.05	\$0.00	\$1,483.05
Feb 2024	\$1,995.25	\$0.00	\$1,995.25
Feb 2025	\$1,995.25	\$0.00	\$1,995.25
Feb 2026	\$1,995.25	\$0.00	\$1,995.25
Feb 2027	\$1,995.24	\$0.00	\$1,995.24
Total	\$9,464.04	\$0.00	\$9,464.04

Quote Unbundled Price:	\$9,544.64
Quote List Price:	\$9,544.64
Quote Subtotal:	\$9,464.04

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	4	56		\$42.61	\$42.25	\$9,464.04	\$0.00	\$9,464.04
Total							\$9,464.04	\$0.00	\$9,464.04

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	12	07/01/2023	02/29/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	4	07/01/2023	02/29/2028

Payment Details

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	ProLicense	Pro License Bundle	4	\$1,483.05	\$0.00	\$1,483.05
Total				\$1,483.05	\$0.00	\$1,483.05

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	4	\$1,995.25	\$0.00	\$1,995.25
Total				\$1,995.25	\$0.00	\$1,995.25

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	4	\$1,995.25	\$0.00	\$1,995.25
Total				\$1,995.25	\$0.00	\$1,995.25

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	ProLicense	Pro License Bundle	4	\$1,995.25	\$0.00	\$1,995.25
Total				\$1,995.25	\$0.00	\$1,995.25

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	ProLicense	Pro License Bundle	4	\$1,995.24	\$0.00	\$1,995.24
Total				\$1,995.24	\$0.00	\$1,995.24

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/12/2023



AGENDA MEMO

City Council

June 19, 2023

ISSUE STATEMENT

A resolution authorizing the purchase of (33) Respond Device 5 year software license agreements from Axon Enterprises Inc. using Department of Justice award money in the amount of \$9,960.72 paid over 5 years.

RESOLUTION

BACKGROUND/HISTORY

In 2023, the City purchased Body Worn Cameras which included access to Evidence.com software from Axon Enterprises Inc. Police Department staff is requesting to purchase the additional Respond Device software to enhance the Evidence.com library capabilities. The Respond Device License allows the DuCOMM dispatch center to see an officer's location during emergency-situations, which increases officer safety. Axon Enterprises, Inc. is the sole source for this proprietary software.

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 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 departments 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 \$277,529.96 as of May 31, 2023.

STAFF/COMMITTEE RECOMMENDATION

Committee recommends approval of the resolution authorizing the purchase

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the June 19, 2023 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF (33) RESPOND DEVICE 5 YEAR LICENSE AGREEMENTS FROM AXON ENTERPRISES INC. USING DEPARTMENT OF JUSTICE AWARD MONEY IN THE AMOUNT OF \$9,960.72 PAID OVER 5 YEARS.

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 (33) Respond Device 5 year software license agreements from Axon Enterprises Inc. in the amount of \$9,960.72 paid over 5 years, 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 19th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-485648-45089.679AH

Issued: 06/12/2023

Quote Expiration: 06/30/2023

Estimated Contract Start Date: 07/01/2023

Account Number: 112374

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
1710 Plainfield Rd 1710 Plainfield Rd Darien, IL 60561-5044 USA	Darien Police Dept. - IL 1710 Plainfield Rd Darien IL 60561-5044 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	Jason Norton Phone: 630-353-8334 Email: jnorton@darienil.gov Fax:

Quote Summary

Program Length	56 Months
TOTAL COST	\$9,960.72
ESTIMATED TOTAL W/ TAX	\$9,960.72

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Jun 2023	\$1,541.68	\$0.00	\$1,541.68
Feb 2024	\$2,104.76	\$0.00	\$2,104.76
Feb 2025	\$2,104.76	\$0.00	\$2,104.76
Feb 2026	\$2,104.76	\$0.00	\$2,104.76
Feb 2027	\$2,104.76	\$0.00	\$2,104.76
Total	\$9,960.72	\$0.00	\$9,960.72

Quote Unbundled Price:	\$9,960.72
Quote List Price:	\$9,960.72
Quote Subtotal:	\$9,960.72

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73449	RESPOND DEVICE LICENSE	33	56		\$5.39	\$5.39	\$9,960.72	\$0.00	\$9,960.72
Total							\$9,960.72	\$0.00	\$9,960.72

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73449	RESPOND DEVICE LICENSE	33	07/01/2023	02/29/2028

Payment Details

Jun 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73449	RESPOND DEVICE LICENSE	33	\$1,541.68	\$0.00	\$1,541.68
Total				\$1,541.68	\$0.00	\$1,541.68

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	73449	RESPOND DEVICE LICENSE	33	\$2,104.76	\$0.00	\$2,104.76
Total				\$2,104.76	\$0.00	\$2,104.76

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73449	RESPOND DEVICE LICENSE	33	\$2,104.76	\$0.00	\$2,104.76
Total				\$2,104.76	\$0.00	\$2,104.76

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73449	RESPOND DEVICE LICENSE	33	\$2,104.76	\$0.00	\$2,104.76
Total				\$2,104.76	\$0.00	\$2,104.76

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	73449	RESPOND DEVICE LICENSE	33	\$2,104.76	\$0.00	\$2,104.76
Total				\$2,104.76	\$0.00	\$2,104.76

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/12/2023



AGENDA MEMO
City Council
June 19, 2023

ISSUE STATEMENT

A [resolution](#) accepting a proposal from TAPCO for the purchase of (12) License plate reader poles using cannabis funds at an amount not to exceed \$35,394.

AND

A [resolution](#) authorizing Rags Electric for the installation of the license plate reader poles at the 2023/24 contract unit prices in an amount not to exceed \$15,028.

BACKUP

BACKGROUND/HISTORY

Staff has partnered with TAPCO to build the pedestrian signal unit for our application and is further discounted through the OMNIA Partners, Public Sector Partnership; Contract #2020-200. See [Attachment A](#). The expenditure would be expended from the following account

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE
26-40-4232	LICENSE PLATE READER POLES	\$-0-	\$ 35,394
26-40-4232	INSTALLATION	\$-0-	\$ 15,028
26-40-4232	LANDSCAPE RESTORATION	\$-0-	\$ 2,500

COMMITTEE RECOMMENDATION

The committee recommends approval of a resolution accepting a proposal from TAPCO for the purchase of (12) license plate reader poles at an amount not to exceed \$35,394.

AND

A resolution authorizing Rags Electric for the installation of the license plate reader poles at the 2023/24 contract unit prices in an amount not to exceed \$15,028

ALTERNATE CONSIDERATION

As recommended by the Police Committee.

DECISION MODE

This item will be placed on the June 19, 2023 City Council agenda for formal consideration.

JOB LOCATION**LICENSE PLATE READERS COST SUMARRY**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR
TAPCO POLES AND HARDWARE	1	LUMP SUM	\$ 35,394.00	\$ 35,394.00	-	\$ -	
LANDSCAPE RESTORATION	1	LUMP SUM	\$ 2,500.00	\$ 2,500.00			
INSTALLATION RAGS ELECTRIC	1	LUMP SUM	\$ 15,028.00	\$ 15,028.00			
JOURNEYMAN							
SUB TOTAL				\$ 52,922.00			
PROGECT COST				\$ 52,922.00			



TAPCO

Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: info@tapconet.com

SALES QUOTE

SALES QUOTE DATE

5/11/2023

SALES QUOTE NUMBER

Q23007775

CUSTOMER NO.

C12455

Page: 1

BILL TO

City of Darien
Dan Gombac
Public Works Department
1041 S. Frontage Road
Darien, IL 60561
United States of America

SHIP TO

City of Darien
Dan Gombac
1720 Plainfield Rd
Darien, IL 60561
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
AC RRFB W/SAFEWALK	ABF Quoted	Net 30 DAYS	Deidre Jones	6/9/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
Crosswalk - 120VAC, DS RRFB, iNX, SafeWalk, 30" FYG W11-2 & 24" Arrows, 4.5"x13' Poles:				
500754 CONTROLLER, DUAL IWS, 120VAC, HOLLOW, POLARA APS, SW ILLUM	Each	2	2,520.00	5,040.00
142048 Universal Cabinet Mounting Bracket, SOP Cabinets 108766, 108045, 120652, Includes U-Bolt Hardware	Each	2	157.46	314.92
138089 RRFB, Dimmable, Assembly with Universal Mounting Kit	Each	8	517.50	4,140.00
140259 Wire Harness, Dimmable RRFB, 50' of Cable w/ Male Connector	Each	4	110.66	442.64
143402 SafeWalk Illuminator Assembly with Mounting Kit	Each	4	261.00	1,044.00
144162 Push Button, iNX, No Braille, Yellow Single Arrow, 9"x12" R10-25 Faceplate	Each	4	675.00	2,700.00
146153-50 Cable, Bulk, 6C 18AWG, Outdoor/Burial Rated, ICEA E2 Color, 50 foot pre-cut length	Each	4	105.30	421.20
373-05075	Each	8	110.66	885.28

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



SALES QUOTE

Traffic and Parking Control Co., Inc.
 5100 West Brown Deer Rd
 Brown Deer, WI 53223
 Phone No.:800-236-0112
 E-Mail: info@tapconet.com

SALES QUOTE DATE

5/11/2023

SALES QUOTE NUMBER

Q23007775

CUSTOMER NO.

C12455

Page: 2

BILL TO

City of Darien
 Dan Gombac
 Public Works Department
 1041 S. Frontage Road
 Darien, IL 60561
 United States of America

SHIP TO

City of Darien
 Dan Gombac
 1720 Plainfield Rd
 Darien, IL 60561
 United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
AC RRFB W/SAFEWALK	ABF Quoted	Net 30 DAYS	Deidre Jones	6/9/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
W11-2,30"x30"x.080 DG3 FYG,Pedestrian Crossing (Symbol) Fed Spec - Fluorescent Yellow-Green Sign				
373-01757 W16-7PR,24"x12"x.080 DG3 FYG,Down Diagonal Right Arrow (Fed Spec) Sign	Each	4	40.46	161.84
373-01759 W16-7PL,24"x12"x.080 DG3 FYG,Down Diagonal Left Arrow (Fed Spec) Sign	Each	4	40.46	161.84
373-13 Standard Aluminum Pole, 13' Schedule 40 6061-T6 4.5" O.D. T.O.E.	Each	4	904.50	3,618.00
203-00014 Base,Aluminum Square Pedestal, No Paint Door, SP-5444-PNC	Each	4	216.00	864.00
3177-00042 J-Bolt,1"x 42"+4" ATSM F1554 GR-105 92k 12" Thread Full Galvanized with Nut & Lock Washer	Each	16	40.46	647.36
030-00006 Washer Flat 1-1/16"ID x2.5OD"x.125" Galvanized For 1" A/B, for use w/ J-bolts (not incl)	Each	16	5.36	85.76
107265 Sign Mounting Kit, Banded, Flared Leg, Standard For Mounting B2B Static Signs to a Large Pole	Each	8	41.40	331.20

TAPCO OMNIA Partners Contract # 2020-200

All prices are listed in US Dollar (USD)
 For terms and conditions, please visit <https://tapconet.com/terms-conditions>



SALES QUOTE

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: info@tapconet.com

SALES QUOTE DATE

5/11/2023

SALES QUOTE NUMBER

Q23007775

CUSTOMER NO.

C12455

Page: 3

BILL TO

City of Darien
Dan Gombac
Public Works Department
1041 S. Frontage Road
Darien, IL 60561
United States of America

SHIP TO

City of Darien
Dan Gombac
1720 Plainfield Rd
Darien, IL 60561
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
AC RRFB W/SAFEWALK	ABF Quoted	Net 30 DAYS	Deidre Jones	6/9/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
Two pole RRFB system - 2 Full Systems Quoted				
Furnish only quote. Installation is not included. Thank you! Deidre Jones Email: Deidre.jones@tapconet.com Phone: 262-649-5227				
3200-0000 FREIGHT SALES		1	575.00	575.00

Subtotal:	21433.04
Invoice Discount:	0.00
Total Sales Tax:	1,714.64
Total:	23,147.68

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM TAPCO FOR THE PURCHASE OF
(12) LICENSE PLATE READER POLES USING CANNABIS FUNDS IN AN AMOUNT
NOT TO EXCEED \$35,394**

**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 accept a proposal from TAPCO for the purchase of (12) license plate reader poles using cannabis funds in the amount not to exceed \$35,394

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 19th day of June, 2023.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 19th day of June 2023.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING RAGS ELECTRIC FOR THE INSTALLATION OF THE LICENSE PLATE READER POLES AT THE 2023/2024 CONTRACT UNIT PRICES IN AN AMOUNT NOT TO EXCEED \$15,028

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 accept a proposal from Rags Electric for the installation of the license plate reader poles at the 2023/2024 contract unit prices in an amount not to exceed \$15,028

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 19th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
CITY COUNCIL
JUNE 19, 2023

ISSUE STATEMENT

Consideration to approve an ordinance amending the liquor code to expand the number of Class K liquor licenses from four (4) to five (5) for a beer and wine liquor license at Tony and Tina's Deli.

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 prospective restaurant Tony and Tina's Deli (Tony Buzinski) for a beer and wine liquor license for on-site consumption. The license required for the request is a K License and would increase the number of K licenses from four (4) to five (5). Mayor Marchese as Liquor Commissioner has indicated he supports the request.

ATTACHMENTS

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

COMMITTEE RECOMMENDATION

Due to procedural protocol the Municipal Services Committee could not be rescheduled prior to the City Council Meeting based on observance of the Juneteenth Holiday. Due to further timing, this agenda item will be placed on New Business for City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the June 19, 2023 City Council agenda for formal consideration.

Jordan Yanke

From: tony buzinski <adbuz21@yahoo.com>
Sent: Friday, March 24, 2023 11:10 AM
To: Jordan Yanke
Subject: Letter of Intent (Tony & Tina's Deli): 8133 Cass Avenue

Anthony Buzinski

8133 S. Cass Ave. Darien, IL 60561

PH:(779) 475-7530 Email:

adbuz21@yahoo.com

03/24/2023

Attn: Jordan Yanke

Dear Jordan,

Please see below my request to gain approval to open a new business at 8133 S. Cass Ave. Darien, IL 60561. I wish to

open a high-end eatery at said location. Our goal is to serve the fine community of Darien with delicious sandwiches, beer, wine and more. I am seeking your approval to open my business and serve our great city with excellent food and become an integral part of the community. Please also let this email serve as my request to apply for a liquor license from the city of Darien to be used in my business. My business hours as of now will be 9am - 2am Mon - Sunday. I believe the appropriate license required for those hours would be a (K) license due to only selling beer and wine. Can you please let me know if you need anything further for this license. Sincerely,

Anthony D, Buzinski

Dated: March 23 2023

CAUTION: This e-mail originated outside of the City's email system. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

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.

(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.

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

(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; amd. Ord. 0-12-16, 4-4-2016; Ord. 0-03-17, 4-3-2017; Ord. 0-16-20, 8-3-2020; Ord. O-16-22, 8-1-2022)

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. O-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.

(C) The number of Class K licenses shall be four (4).

(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; amd. Ord. 0-24-16, 7-18-2016; Ord. 0-27-19, 11-4-2019; Ord. 0-10-20, 6-15-2020; Ord. 0-17-22, 9-6-2022)

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 two (2).

(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; amd. Ord. O-15-22, 8-1-2022)

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-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 & Catering LLC	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-11	Harmi LLC	7516	S. Cass Ave	\$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-2	Burrito Paradise	7516	Cass Avenue	\$1,500.00
	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

Class License	License Number	Business Name	Street #	Street Name	Amount
P					
	P-1	Zazzo's Pizza and Catering	7360	Route 83	\$2,500.00
	P-2	Fry the Coop	2019	75th Street	\$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 3-3-7-11(C)
OF THE DARIEN CITY CODE**

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

THIS 19th DAY OF JUNE, 2023

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, and this
____ day of June, 2023**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-11(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 3-3-7-11(C) “Class K License”, as amended is hereby amended to increase the number of Class K licenses from four (4) to five (5), to read as follows:

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

(C) The number of Class K licenses shall be five (5).

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.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 19th day of June, 2023.**

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 19th day of June, 2023.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
CITY COUNCIL
JUNE 19, 2023

CASE

PZC2023-03

Short-Term Rentals – Zoning Text Amendment

ORDINANCE**ISSUE STATEMENT**

Petition by the City of Darien for a zoning text amendment to prohibit short-term rentals. The proposed amendment is for all zoning districts.

ATTACHMENTS

- 1) **OTHER MUNICIPAL ORDINANCES (EXAMPLES)**
- 2) **ZONING SECTION 5A-2-2-5(G): STANDARDS FOR AMENDMENTS**

BACKGROUND/OVERVIEW

On April 3, 2023, the City Council heard public comment regarding short-term rentals (i.e. vacation rentals) and how they are regulated. Staff advised the city regulates use of property through the zoning ordinance and noted that the city code does not directly regulate short-term rentals or specify a minimum number of days for rental periods. For instance, if a property is zoned for single family use and contains a single family home, the code does not regulate the length in which an owner can rent the home, it only specifies that the use of the home must meet the definition of single “family” (see below). Enforcement of this definition in recent years has resulted in compliance.

FAMILY: An individual, two (2) unrelated persons or two (2) or more persons related to the other by blood, marriage, legal adoption, or legal custody, including his or their domestic servants, maintaining a common household in a dwelling unit.

Meeting discussion ensued and Council directed staff to prepare zoning ordinance revisions (i.e. zoning text amendment) pertaining to short-term rentals. The primary component of the ordinance revision is to prohibit rentals for periods of less than thirty (30) days. These are short-term rentals by definition, and a definition for *short-term rental* is included in the approval ordinance attached. Also attached to this memo are other municipal ordinances staff researched/used in order to formulate the text amendment. After Municipal Services Committee review, the City Council made a motion on May 1, 2023, to recommend the ordinance revisions to the Planning and Zoning Commission for public hearing.

PZC MEETING – 06/07/2023

The Planning and Zoning Commission reviewed this petition at its June 7, 2023 public hearing. Staff as the petitioner provided an overview of the case. There was one person in attendance who made comment in favor of the petition. **The Planning and Zoning Commission determined the case met the standards for amendments (attached) and forwarded the case with a favorable recommendation to the City Council with a vote of 6-0.**

While the Planning and Zoning Commission’s favorable vote applies to the case as presented, the Commission recommends the City Council consider prohibiting rentals for less than 12 months (1 year) instead of the proposed 30-day minimum. The Commission stated that a 12-

month minimum could better address issues with high intensity of transient guests who don't have a strong connection with the neighborhood or community as a whole. The Commission also noted a longer minimum rental period would uphold the value and integrity of the residential neighborhoods throughout the City.

Staff advised the Commission's recommendation of a 12-month minimum rental period would be noted for the record and included in the memo for City Council consideration. Pending direction by the City Council, the zoning text amendment may need to be revised. Because a 12-month minimal rental period would be a significantly greater restriction than the 30-day restriction proposed in the original public hearing notice, such additional restriction would require a new public hearing notice and public hearing prior to Council adoption.

MSC RECOMMENDATION

Due to Open Meetings Act special meetings limitations based on observance of the Juneteenth holiday, no Municipal Services Committee meeting may be held on June 19, 2023. Due to further timing, this agenda item will be placed on New Business for City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the June 19, 2023 City Council agenda for formal consideration.

§ 156.075 R-1 SINGLE-FAMILY DETACHED.

(A) General conditions.

- (1) No adult-use cannabis business establishment shall be permitted.
- (2) No solar panels shall be permitted on the ground.

(3) No short-term rental shall be permitted.

(B) Permitted uses. The following uses are permitted:

(1) Single-family detached dwellings and permitted accessory buildings and accessory uses, including temporary sales offices for new developments.

(2) Parks and forest preserves.

(3) Home occupations in a dwelling unit, as an accessory use to a detached single-family dwelling, subject to the following restrictions:

(a) Such use shall be conducted entirely within the dwelling;

(b) Such use shall employ only members of the family residing on the premises and no more than one non-family member;

(c) Such use shall not have any sign or display, either outside or in any window of the dwelling, that will indicate from the exterior of that dwelling that it is being used for any use other than a residential dwelling;

(d) Such use shall involve no stock-in-trade or commodity that will be sold to customers who visit the premises to make purchases;

(e) Such use shall not involve the use or storage of any explosive or combustible materials, or the use of any mechanical or electrical equipment on the premises, that would create any offensive noise, vibrations, smoke, sewage, fumes, odor, heat, glare, or electrical interference, or any other noxious effects or dangers, or that would constitute a nuisance that would be noticeable at or beyond the property line;

(f) Such use shall have no separate entrance from outside the dwelling to serve the home occupation, and the area for the home occupation, including any storage, shall not utilize more than 10% of the floor area of the dwelling or 250 square feet, whichever is less;

(g) Such use shall not require any regular receipt or delivery of merchandise, goods, or equipment by any truck tractor drawing a semitrailer.

(4) Antennas as regulated by § 156.047 of this code.

(5) Day care homes, as an accessory use conducted within a detached single-family dwelling, provided that a day care home shall not be considered a home occupation but shall be subject to the following restrictions:

(a) No portion of the activities of the day care home shall be conducted in any attached or detached garage;

(b) Day care homes shall not have any sign or display, either outside or in any window, that will indicate from the exterior that the detached single-family dwelling is being used for any use other than a dwelling;

(c) If the operator of a day care home chooses to fence it yard around the play area, such fence shall be in conformance with the yard requirements for fences in § 156.039 of this code, enclose the entire perimeter of the yard, be a minimum of four feet in height, and self-closing and self-latching, with latches placed at least 42 inches above the ground.

(6) Above ground service facilities, but only in compliance with §156.051.

(7) Roof-mounted private solar collection panels.

(C) Special uses. The following uses may be allowed by special use in accordance with the provisions of §156.022 of this code.

(1) Growing of farm, garden, and plant nursery crops for profit, in the open, provided that no livestock or poultry are kept, and no offensive odors or dust are created.

(2) Day care centers and preschools, with or without kindergartens.

(3) Public uses, police and fire stations, telephone exchanges, sewage lift stations, electric substations, and other similar public service or government uses.

(4) Schools, public and private, elementary and high, including playgrounds and athletic fields auxiliary thereto.

(5) Libraries.

(6) Reserved.

(7) Freestanding antennas as regulated by § 156.047 of this code.

(8) Churches.

(9) Clubhouses and common recreational facilities accessory to single-family detached dwellings, for the sole use of residents and their guests.

(D) Minimum floor area. There shall be provided a minimum floor area as follows:

(1) Not less than 1,500 square feet, not including the basement, and not less than 800 square feet on the ground floor, for each new single-family detached dwelling, or any existing single-family detached dwelling that is enlarged or expanded by 50% or more of the existing floor area of such dwelling.

(2) No minimum floor area shall be required for a nonresidential building.

(E) Lot area and lot width. There shall be provided a minimum lot area and minimum lot width as follows:

(1) Not less than 11,000 square feet for each single-family detached dwelling hereafter erected, and a minimum lot width, measured at the established building line, of not less than 65 feet, except in the case of cul-de-sacs, where the minimum lot width, measured at the established building line shall be not less than 55 feet.

(2) Except for telephone exchanges, sewage lift stations, electrical substations, and similar public service uses, not less than 20,000 square feet for a permitted nonresidential building, and a minimum lot width, measured at the established building line, 100 feet.

(3) The area devoted to streets shall not be used in computing the lot area per dwelling unit.

(F) Yard areas. (See Appendices A and B of this chapter.) There shall be provided minimum yards as follows:

(1) Front yard:

(a) Except as provided in division (G)(2) of this section for additional building height, not less than 30 feet in depth for a lot occupied by a detached single-family dwelling.

(b) Not less than 30 feet in depth for a lot occupied by a nonresidential building, provided that there shall be a minimum front yard of not less than ten feet in depth for paved area.

(2) Side yards: A side yard on each side of the main building of not less than ten feet, except where a side yard adjoins a street, the minimum width of a side yard shall not be less than 30 feet.

(3) Rear yard:

(a) Not less than 25 feet for a lot occupied by a detached single-family dwelling.

(b) Not less than 25 feet in depth for a lot occupied by a permitted nonresidential building; provided that there shall be a minimum rear yard of not less than ten feet in depth for paved area.

(G) Maximum lot coverage. There shall be allowed a maximum lot coverage as follows:

(1) Subject to the applicable restrictions established in §156.045(B) of this code for permitted obstructions in yards, not more than 40% of the lot area may be occupied by a detached single-family dwelling and related structures, including accessory buildings, pavements, driveways, and walkways, and not more than 35% of the required front yard may be occupied by structures, as defined.

(2) Subject to the applicable restrictions established in §156.045(B) of this code for permitted obstructions in yards, not more than 70% of the lot area may be occupied by a permitted nonresidential building and related structures, including accessory buildings, signs, pavements, driveways, and walkways. No maximum front yard coverage is established for lots occupied by a permitted nonresidential building. The floor area for permitted nonresidential buildings shall not exceed 0.5.

(H) Building height. There shall be a maximum height as follows:

(1) Building height for a single-family detached dwelling shall be defined as the vertical distance measured from the average elevation at the top of the shoulder or the top of the curb along the side of the right-of-way adjacent to the building lot to the ridge, or of the average elevation of the finished grade along the front of the proposed building to the ridge.

(2) Not more than 33 feet to the ridge, and two stories facing the street and three stories to the rear if there is a walkout basement, for a single-family detached dwelling.

(3) Not more than 35 feet for a permitted nonresidential building.

(I) Visual environment. In order to conserve existing property values, to preserve the attractiveness of homes and home surroundings, to prevent erosion, to assist in stormwater and flood control, and to provide for clean air, required front yards shall be devoted primarily to landscaped area except for the necessary paving of driveways and sidewalks to reach parking in the side or rear yard. Landscaped areas shall mean that the area is primarily devoted to the growing of shrubbery, grass, and other plant material. The applicable landscaping requirements of § 156.049 shall be met for any construction of a new single-family detached residence, or construction of any addition to an existing detached single-family residence that enlarges such residence by more than 50% of its existing floor area in the R-1 Single-Family Detached Zoning District. No lighting on a residential zoning lot shall cause any glare or excessive light spillover onto any adjacent residential property

from interior or exterior lighting. All exterior lighting fixtures shall be directed or shaded to avoid casting direct light upon any adjacent residential property or into any public streets or parks. In no case shall such lighting exceed two foot candles measured at any lot line.

(Ord. 06-10, passed 7-11-06; Am. Ord. 06-23, passed 11-14-06; Am. Ord. 08-38, passed 11-11-08; Am. Ord. 19-9, passed 3-12-19; Am. Ord. 19-53, passed 11-12-19; Am. Ord. 20-29, passed 8-11-20; Am. Ord. 22-02, passed 1-11-22) Penalty, see § 156.999

§ 156.076 R-2 SINGLE-FAMILY ATTACHED.

(A) General conditions.

- (1) No adult-use cannabis business establishment shall be permitted.
- (2) No solar panels shall be permitted on the ground.
- (3) No short-term rental shall be permitted.

(B) Permitted uses. The following uses are permitted:

- (1) Uses permitted in an R-1 District, except roof-mounted private solar collection panels.
- (2) Attached single-family dwellings, with not more than six dwellings in a row or building, including temporary sales offices for new developments.

(C) Special uses. The following uses may be allowed by special use in accordance with the provisions of §156.022 of this code:

- (1) Special uses permitted in an R-1 District.
- (2) Clubhouses and common recreational facilities accessory to attached single-family dwellings, for the sole use of residents and their guests.

(3) Roof-mounted private solar collection panels.

(D) Minimum floor area. There shall be provided a minimum floor area as follows:

- (1) Not less than 1,500 square feet, and not less than 800 square feet on the ground floor, for each dwelling unit in an attached single-family dwelling.
- (2) As required in the R-1 District for detached single-family dwellings.
- (3) No minimum floor area shall be required for a nonresidential building.

(E) Lot area and lot width. There shall be provided a minimum lot area and minimum lot width as follows:

- (1) Not less than 14,000 square feet for each attached single-family building with not more than two dwelling units, and a minimum lot width measured at the established building line of not less than 65 feet.
- (2) Not less than 7,000 square feet per dwelling unit for each attached single-family building with more than two dwelling units hereafter erected, and a minimum lot width measured at the established building line of not less than 75 feet.
- (3) As required in the R-1 District for detached single-family dwellings.
- (4) As required in the R-1 District for a permitted nonresidential building.
- (5) The area devoted to streets shall not be used in computing the lot area per dwelling unit.

(F) Yard areas. (See Appendices C and D of this chapter.) There shall be provided minimum yards as follows:

(1) Front yard:

(a) Single-family attached buildings:

1. Not less than 30 feet in depth on a subdivided lot, or along the exterior boundaries of a lot developed as a planned unit development.
2. Not less than a 126-foot interval of separation between adjacent single-family attached buildings if the lot is not subdivided, which interval is consistent with the required interval of separation in a subdivision based on a 66-foot right-of-way and a 30-foot front yard on either side. If the lot is not subdivided, the front yard shall be the yard between a street and the building.

(b) As required in the R-1 District for detached single-family dwellings.

(c) As required in the R-1 District for permitted nonresidential buildings.

(d) Visual environment. In order to conserve existing property values, to preserve the attractiveness of homes and home surroundings, to prevent erosion, to assist in stormwater and flood control, and to provide for clean air, required front yards shall be devoted primarily to landscaped area except for the necessary paving of driveways and sidewalks to reach

parking in the side or rear yard. Landscaped areas shall mean that the area is primarily devoted to the growing of shrubbery, grass, and other plant material.

(2) Interior side yards:

(a) Single-family attached buildings:

1. Not less than ten feet in depth on each side of a single-family attached building on a subdivided lot, or along the exterior boundaries of a lot developed as a planned unit development.

2. Not less than a 20-foot interval of separation between adjacent single-family attached buildings if the lot is not subdivided. If the lot is not subdivided, the interior side yards shall be the yards between the front yard and the rear yard on either side of the building.

(b) As required in the R-1 District for detached single-family dwellings.

(c) As required in the R-1 District for a permitted nonresidential building.

(3) Rear yard:

(a) Single-family attached buildings:

1. Not less than 30 feet in depth on a subdivided lot, or along the exterior boundaries of a lot developed as a planned unit development.

2. Not less than a 45-foot interval of separation between single-family attached buildings that are adjacent at the rear of each building if the lot is not subdivided. Not less than a 40-foot interval of separation between single-family attached buildings that are adjacent at the rear of one building and at the side of the other if the lot is not subdivided. If the lot is not subdivided, the rear yard shall be the yard opposite the street.

(b) As required in the R-1 District for permitted nonresidential buildings.

(G) Maximum lot coverage. There shall be allowed a maximum lot coverage as follows:

(1) Subject to the applicable restrictions established in §156.045(B) for permitted obstructions in yards, not more than 70% of the net lot area may be occupied by an attached single-family building, including but not limited to streets, sidewalks, driveways, signs, and parking lots, including aisles.

(2) As required in the R-1 District for detached single-family dwellings.

(3) As required in the R-1 District for permitted nonresidential buildings.

(H) Building height.

(1) No more than 35 feet in height for an attached single-family building.

(2) As required in the R-1 District for detached single-family dwellings.

(3) As required in the R-1 District for permitted nonresidential buildings.

(I) Visual environment. In order to conserve existing property values, to preserve the attractiveness of homes and home surroundings, to prevent erosion, to assist in stormwater and flood control, and to provide for clean air, a sum of money, as set forth on the approved building permits, shall be budgeted and used by the owners to purchase, plant, and maintain mature sized trees, shrubbery, grass, and other suitable landscaping upon the grounds. Plans for the installation of such landscaping shall be subject to the approval of the Director of Community and Economic Development prior to the issuance of permits. No lighting on a residential zoning lot shall cause any glare or excessive light spillover onto any adjacent residential property from interior or exterior lighting. All exterior lighting fixtures shall be directed or shaded to avoid casting direct light upon any adjacent residential property or into any public streets or parks. In no case shall such lighting exceed two foot candles measured at any lot line.

(Ord. 06-10, passed 7-11-06; Am. Ord. 06-23, passed 11-14-06; Am. Ord. 19-53, passed 11-12-19; Am. Ord. 20-29, passed 8-11-20; Am. Ord. 22-02, passed 1-11-22; Am. Ord. 22-24, passed 8-23-22) Penalty, see § 156.999

§ 156.077 R-3 MULTIPLE-FAMILY.

(A) General conditions.

(1) No adult-use cannabis business establishment shall be permitted.

(2) No short-term rental shall be permitted.

(B) Permitted uses. The following uses are permitted:

(1) Multiple-family dwellings and permitted accessory buildings and accessory uses, including temporary sales offices. Rental offices and property management offices shall be permitted as accessory uses if they are located within a multiple-family building, and common recreational and meeting areas shall be permitted as accessory uses for the sole use of residents and their guests, if they are located within a multiple-family building.

(2) Nonresidential uses permitted in the R-2 District.

(C) Special uses. The following uses may be allowed by special use in accordance with the provisions of §156.022 of this code:

(1) Special uses permitted in an R-2 District.

(2) Senior citizen housing.

(3) Assisted living facilities.

(4) Nursing facilities.

(5) Retail uses, not including offices, on the ground floor of a multiple-family building, as follows:

(a) Barbershops.

(b) Beauty parlors.

(c) Book and stationery stores, excluding adult book stores.

(d) Candy and ice cream stores.

(e) Drug stores.

(f) Dry cleaning and laundry service, drop-off and pick-up only.

(g) Florist shops.

(h) Convenience food markets, meat markets, bakeries, and delicatessens.

(i) Card and gift shops.

(j) Package liquor stores.

(k) Restaurants, subject to approval of a site plan and floor plan, and evidence provided by the petitioner to show that building construction and venting of odor and smoke will be provided in a manner appropriate to the type of restaurant proposed and to a multiple-family, multiple use building.

(l) Tailor shops.

(6) Freestanding rental offices and property management offices accessory to multiple-family dwellings, and freestanding clubhouses and common recreational facilities accessory to multiple-family dwellings, for the sole use of residents and their guests.

(D) Minimum floor area. There shall be provided a minimum floor area as follows:

(1) For each dwelling unit in a multiple-family building, exclusive of common halls, stairways, or other common areas:

Minimum Floor Area

Dwelling Unit

(sq. ft.)

Efficiency and one-bedroom	700
Two-bedroom	900
Three-bedroom	1,050
Four or more bedrooms	1,200

Rooms designated as a den, study, library or similar use shall be counted as a bedroom in computing the minimum floor area.

(2) No minimum floor area shall be required for a nonresidential building.

(E) Lot area and lot width. There shall be provided a minimum lot area and minimum lot width as follows:

(1) Not less than 20,000 square feet for each multiple-family residential building hereafter erected and a minimum lot width measured at the established building line of 100 feet, provided that minimum lot area shall be determined as follows:

Type of Dwelling Unit

Land Area Per Dwelling Unit (sq. ft.)

3 or more bedrooms	7,260 square feet/unit
2 bedrooms	6,225 square feet/unit
1 bedroom and efficiency	5,450 square feet/unit

(2) Not less than 20,000 square feet for each multiple-family residential building erected prior to 1993 and a minimum lot width measured at the established building line of 100 feet, provided that minimum lot area shall be determined as follows:

Type of Dwelling Unit	Land Area Per Dwelling Unit (sq. ft.)
3 or more bedrooms	3,000 square feet/unit
2 bedrooms	2,400 square feet/unit
1 bedroom and efficiency	2,200 square feet/unit

(3) As required in the R-1 District for permitted nonresidential uses.

(4) The area devoted to streets shall not be used in computing the lot area per dwelling unit.

(F) Yard areas. (See Appendices B and D of this chapter.) There shall be provided minimum yards as follows:

(1) Front yard:

(a) Multiple-family buildings:

1. Not less than 30 feet in depth on a subdivided lot, or along the exterior boundaries of a lot developed as a planned unit development. One additional foot in depth shall be provided for each two feet in height for a multiple-family building that is 35 feet to 50 feet in height, and a minimum front yard of not less than 50 feet in depth shall be provided for a multiple-family building that is over 50 feet in height, as permitted, by exception, in a planned unit development pursuant to § 156.025 of this code. A minimum front yard of not less than ten feet in depth shall be provided for paved area.

2. Not less than a 126 foot interval of separation between adjacent multiple-family buildings if the lot is not subdivided, which interval is consistent with the required interval of separation in a subdivision, based on a 66-foot right-of-way and a 30-foot front yard on either side. One additional foot shall be added to the interval of separation for each two feet in height for a multiple-family building that is 35 feet to 50 feet in height, and a minimum of a 50-foot interval of separation shall be provided for a multiple-family building that is over 50 feet in height, as permitted, by exception, in a planned unit development pursuant to § 156.025 of this code. A minimum interval of separation of not less than ten feet shall be provided between paved area and the front wall of the building and a paved area shall be permitted at or behind a line 43 feet from the center line of the street pavement. If the lot is not subdivided, the front yard shall be the yard between a street and the building.

(b) As required in the R-1 District for permitted nonresidential buildings.

(c) Visual environment. In order to conserve existing property values, to preserve the attractiveness of homes and home surroundings, to prevent erosion, to assist in stormwater and flood control, and to provide for clean air, required front yards shall be devoted primarily to landscaped area except for the necessary paving of driveways and sidewalks to reach parking in the side or rear yard. Landscaped areas shall mean that the area is primarily devoted to the growing of shrubbery, grass, and other plant material.

(2) Interior side yards:

(a) Multiple-family buildings:

1. Not less than 20 feet in depth on each side of a multiple-family building if the lot is subdivided, or along the exterior boundaries of a lot developed as a planned unit development. One additional foot in depth shall be provided for each one foot in height for a multiple-family building that is 35 feet to 50 feet in height. A minimum side yard of not less than five feet in depth shall be provided for paved area.

2. Not less than a 40-foot interval of separation between adjacent multiple-family buildings if the lot is not subdivided. One additional foot shall be added to the interval of separation for each one foot in height by which the building height exceeds 30 feet. A minimum interval of separation of not less than ten feet shall be provided between paved area and the side wall of a building. If the lot is not subdivided, the interior side yards shall be the yards between the front yard and the rear yard on either side of the building.

(b) As required in the R-1 District for permitted nonresidential buildings.

(3) Rear yard:

(a) Multiple-family buildings:

1. Not less than 30 feet in depth on a subdivided lot, or along the exterior boundaries of a lot developed as a planned unit development. One additional foot in depth shall be provided for each one foot in height for a multiple-family building that is 35 feet to 50 feet in height. A minimum rear yard of not less than five feet in depth shall be provided for paved area.

2. Not less than a 60-foot interval of separation between multiple-family buildings that are adjacent at the rear of each building if the lot is not subdivided. Not less than a 50-foot interval of separation between multiple-family buildings that are adjacent at the rear of one building and at the side of the other if the lot is not subdivided. One foot shall be added to the

interval of separation for each one foot by which the building height exceeds 30 feet. A minimum interval of separation of not less than ten feet shall be provided between paved area and the rear wall of a building. If the lot is not subdivided, the rear yard shall be the yard opposite the street.

(b) As required in the R-1 District for permitted nonresidential buildings.

(G) Maximum lot coverage. There shall be allowed a maximum lot coverage as follows:

(1) Subject to the applicable restrictions established in §156.045(B) of this code for permitted obstructions in yards, not more than 70% of the net lot area may be occupied by a multiple-family building, combining building and pavement coverage, and including but not limited to streets, sidewalks, driveways, and parking lots, including aisles.

(2) As required in the R-1 District for permitted nonresidential buildings.

(H) Building height. There shall be allowed a maximum building height as follows:

(1) Not more than 50 feet in height for multiple-family buildings, except as permitted, by exception, in a planned unit development pursuant to § 156.025 of this code.

(2) As required in the R-1 District for permitted nonresidential buildings.

(I) Visual environment. In order to conserve existing property values, to preserve the attractiveness of homes and home surroundings, to prevent erosion, to assist in water and flood control, and to further provide for clean air, a sum of money, as set forth on the approved building permits, shall be budgeted and used by the owners to purchase, plant, and maintain mature sized trees, shrubbery, grass, and other suitable landscaping upon the grounds. Plans for the installation of such landscaping shall be subject to the approval of the Director of Community and Economic Development prior to the issuance of permits. No lighting on a residential zoning lot shall cause any glare or excessive light spillover onto any adjacent residential property from interior or exterior lighting. All exterior lighting fixtures shall be directed or shaded to avoid casting direct light upon any adjacent residential property or into any public streets or parks. In no case shall such lighting exceed two foot candles measured at any lot line.

(Ord. 06-10, passed 7-11-06; Am. Ord. 06-23, passed 11-14-06; Am. Ord. 19-53, passed 11-12-19; Am. Ord. 22-02, passed 1-11-22; Am. Ord. 22-24, passed 8-23-22) Penalty, see §156.999

§ 121.01 DEFINITIONS.

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them as follows:

DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT. The Director of Community and Economic Development of the City of Oakbrook Terrace or a designee duly authorized by the Director of Community and Economic Development.

DWELLING. Any building or portion thereof that is designed and used exclusively for residential purposes, but not including a hotel, nursing home or other state-licensed facility.

DWELLING, ATTACHED. A building which was originally designed and constructed to accommodate two or more single-family dwelling units, with each dwelling unit to have its own ground floor entrance and its own living space, and with the dwelling units to be joined together by a common wall or walls.

DWELLING, DETACHED. A single-family dwelling unit that does not share a common wall with any other dwelling unit and is surrounded on all sides by open space that is located on the same lot.

DWELLING, MULTIPLE-FAMILY. A building containing three or more dwelling units, with more than one of the dwelling units connecting to a common corridor or entranceway.

DWELLING, SINGLE-FAMILY. A building designed for or occupied exclusively by one family.

DWELLING UNIT. One or more rooms in a dwelling that are occupied or intended to be occupied as separate independent living quarters by a single family, with facilities for cooking, living, eating, sleeping and sanitary uses, including a detached dwelling, a single unit in an attached dwelling, or a single unit in a multiple-family dwelling.

FAMILY. One or more persons related by blood, marriage, or adoption, occupying a dwelling unit as an individual housekeeping organization; provided that such a family may include not more than two persons who are not related by blood, marriage, adoption, or foster care as regulated by the state; and further provided that not more than three persons who are not related by blood, marriage or adoption may also be considered a family.

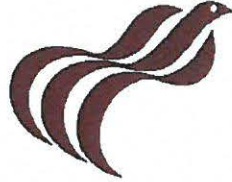
MANAGING AGENT. Any person or firm, acting for another, with authority to rent, manage, or make expenditures related to a dwelling unit.

OWNER. The record owner of any property in the city on which a rental dwelling is located.

RENTAL DWELLING. Any dwelling unit which is not owner-occupied, and which is either rented or leased, or for which the owner is otherwise compensated by others, whether through a managing agent or in some other manner; provided that a dwelling in which a single room is rented or in which a dwelling unit is shared between the property owner and others shall not be deemed a rental dwelling; and further provided that, for purposes of this chapter only, a rental dwelling shall not include multiple-family dwellings in a building with more than seven dwelling units under single ownership and shall not include a short-term rental.

SHORT-TERM RENTAL. A single-family dwelling, or a residential dwelling unit in a multi-unit structure, condominium, cooperative, timeshare or similar joint property ownership arrangement that is rented for a fee for less than 28 consecutive days. "Short-term rental" includes vacation rentals. "Short-term rental" does not include: (a) a dwelling that is used for any non-residential purpose, including educational, health care, retail, restaurant, banquet space, event center or other similar uses; (b) a bed and breakfast establishment as defined in Section 2 of the Bed and Breakfast Act; or (c) transient accommodations, including hotels and motels that are not classified as residential property for real property taxation purposes.

(Ord. 07-17, passed 10-23-07; Am. Ord. 17-26, passed 11-28-17; Am. Ord. 22-02, passed 1-11-22; Am. Ord. 22-24, passed 8-23-22)



VILLAGE OF
SCHILLER PARK

PAMPHLET

PUBLICATION OF
ORDINANCE NO. 18-4109

**AN ORDINANCE OF THE VILLAGE OF SCHILLER PARK, COOK COUNTY,
ILLINOIS, AMENDING CHAPTER 120 OF TITLE ELEVEN OF THE
NEW MILLENNIUM CODE OF THE VILLAGE OF SCHILLER PARK
TO PROHIBIT SHORT TERM RENTAL UNITS**

**An Ordinance of the Village of Schiller Park, Cook County,
Illinois, Amending Chapter 120 of Title Eleven of the
New Millennium Code of the Village of Schiller Park
to Prohibit Short Term Rental Units**

**following passage and approval on December 20, 2018
for the inspection, use, and examination by the public.**

**Filed in the Office of:
Rosa Jos, Clerk
Village of Schiller Park**

ORDINANCE NUMBER 18-4109

**AN ORDINANCE OF THE VILLAGE OF SCHILLER PARK, COOK COUNTY,
ILLINOIS, AMENDING CHAPTER 120 OF TITLE ELEVEN OF THE
NEW MILLENNIUM CODE OF THE VILLAGE OF SCHILLER PARK
TO PROHIBIT SHORT TERM RENTAL UNITS**

WHEREAS, the Village of Schiller Park, Cook County, Illinois (the “*Village*”) is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs (the “*Home Rule Powers*”); and

WHEREAS, the President and Board of Trustees of the Village of Schiller Park (the “*Corporate Authorities*”) are charged with the responsibility of protecting the health, safety and welfare of the residents of the Village; and

WHEREAS, the Corporate Authorities may from time to time amend the text of the New Millennium Code of the Village of Schiller Park when it is determined to be in the best interests of the residents of the Village; and

WHEREAS, the Corporate Authorities determined that it is necessary to address short term rentals of residential properties located within the Village due to the significant negative impacts that short term rentals have on adjacent neighbors and other nearby properties; and

WHEREAS, the Corporate Authorities find that short term rentals of residential properties are not in harmony with the character of surrounding properties and neighborhoods due to the high intensity of transient guests who have little, if any, connection to nearby properties and that said rentals have the potential to reduce the availability of on-street parking for adjacent residents due to a lack of suitable on-sight parking or other parking arrangements; and

WHEREAS, the Corporate Authorities find that numerous short term rentals of residential properties are likely to decrease the values of other properties in the neighborhood, unnecessarily burden Village services and reduce the availability of affordable long-term rental housing; and

WHEREAS, the Corporate Authorities find that short term rentals of residential properties lead to overcrowding in residential structures not properly equipped with the necessary health, safety and building code requirements needed to safeguard and protect residents and further increases the risk of excessive noise, litter, light pollution, criminal activity, and other nuisance activities occurring in the Village due to the nature of said rentals; and

WHEREAS, the Corporate Authorities find that prohibiting short term rentals of residential properties will not interfere with the ability of transient guests and travelers to find lodging in the Village as numerous motels and hotels are located in the Village's non-residential zoning districts, which have ample rooms constructed for such activities and services available for short term rental purposes; and

WHEREAS, the Corporate Authorities have further determined that it is in the best interest of the health, safety and welfare of the residents of the Village to prohibit short term rentals of residential properties as herein specified.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Schiller Park, Cook County, Illinois, by and through its Home Rule Powers, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. Chapter 120 (“Lodging”) of Title XI (“Business Regulations”) of the New Millennium Code of the Village of Schiller Park is hereby amended by inserting the following underlined language to read, as follows:

SHORT TERM RENTAL UNITS

§ 120.100 PURPOSE.

The purpose of this subchapter is to protect and preserve the quiet enjoyment of residential properties and neighborhoods within the Village and to mitigate or eliminate adverse secondary effects the Village and its residents may experience by reason of short term rentals of residential structures in the Village, including, but not limited to, excessive noise, litter, and light pollution; overcrowded parking; and criminal activity.

§ 120.101 DEFINITIONS.

For the purposes of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

SHORT TERM RENTAL UNIT. All or part of a residential principal structure or residential dwelling unit located in a residential zoning district, being leased, rented, loaned, offered for rent, hired out, licensed, or otherwise let as an accessory use or occupancy to a person or persons other than the owner of the subject property or a family member of the owner thereof, whether or not the permission of such occupancy is in exchange for consideration therefore, for a period or term that is less than thirty (30) consecutive days. The term “short term rental unit” shall also include a dwelling unit, temporary structure, or accessory structure, or part thereof, used for overnight accommodation that is available for rent by transient guests for a period or term that is less than thirty (30) consecutive days. The term “short term rental unit” shall not include a hotel or motel located in a commercial zoning district licensed by the Village.

§ 120.102 SHORT TERM RENTAL UNITS RESTRICTED; EXCEPTIONS.

(A) Except as otherwise provided herein, leasing, renting, loaning, hiring out, licensing, or letting; offering or inviting the leasing, renting, loaning, hiring out, licensing, or letting; or otherwise permitting a short term rental unit or occupancy thereof for a period or term that is less than thirty (30) consecutive days shall be prohibited, and such conduct shall be prohibited, whether engaged in or participated in by the owner of the property, one or more agents of the property owner, or by any person leasing, or seeking to lease as a lessor, or renting or seeking to rent as lessee or otherwise occupy a premises, or part thereof, as tenant or temporary occupant thereof.

(B) Dwellings, or parts thereof, shall not be leased, rented, loaned, hired out, licensed, let, or otherwise permitted to be occupied more than two (2) times during any consecutive twelve

(12) month period other than by the same tenant unless the rental agreement therefore has been terminated by reason of a tenant default.

(C) Whether or not consideration is exchanged for the lease, rental, loan, hiring out, licensing, or letting of a premises shall not affect the fact that the occupancy thereof is treated as a short term rental unit for the purposes of this subchapter if the definition thereof is otherwise applicable to such activity.

(D) The term of any lease or occupancy agreement which has satisfied the minimum term required by this subchapter may be extended on a month-to-month basis on the condition that the tenant or tenants remain the same.

(E) The prohibition on short term rental units shall not apply when the immediately preceding owner of a property maintains possession of the dwelling unit after closing on a real estate transaction for the sale thereof and leases said property back from the successor owner for a period of time pursuant to a written agreement.

§ 120.103 PENALTIES.

(A) Notwithstanding anything otherwise provided in this Code to the contrary, any person found guilty of violating any provision of this subchapter shall be subject to a mandatory fine of not less than one hundred dollars (\$100.00) per day, nor more than seven hundred fifty dollars (\$750.00) per day. Unless exempted by this subchapter, each day a residential principal structure, residential dwelling unit, temporary structure, or any accessory structure, or part thereof, is offered for rent as a short term rental unit; is leased, rented, loaned, hired out, licensed, or let as a short term rental unit; or is occupied as a short term rental unit shall constitute a separate violation of this subchapter. Without any limitation on the foregoing, each day a violation of this subchapter occurs or continues shall be a separate offense, and each such offense shall be subject to not less than the minimum mandatory daily fine.

(B) The restrictions contained in this subchapter shall be interpreted as minimum standards, and shall be in addition to any other applicable Village ordinances and requirements that apply to short term rental units or the properties on which they are located.

Section 3. The prohibition against short term rental units as set forth in Section 2 shall not take effect until ninety (90) days after the effective date of this Ordinance.

Section 4. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the Board of Trustees of the Village of Schiller Park, Cook County, Illinois this 20th day of December 2018, pursuant to a roll call vote, as follows:

AYES: Trustees Diaz, Klug, Golembiewski, Deegan, Lima, and Gorzynski

NAYES: None

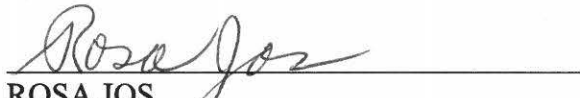
ABSENT: None

APPROVED by the President of the Village of Schiller Park, Cook County, Illinois on this 20th day of December 2018.



NICK CAIAFA
VILLAGE PRESIDENT

ATTEST:



ROSA JOS
VILLAGE CLERK

(SEAL)

ORDINANCE NO. 20 – 087

**AN ORDINANCE ADDING CHAPTER 18 (SHORT-TERM RESIDENTIAL RENTALS)
OF TITLE 3 (BUSINESS AND LICENSE REGULATIONS)
OF THE NAPERVILLE MUNICIPAL CODE**

RECITALS

- A. WHEREAS**, the rental of residential homes within the corporate limits of the City of Naperville as a commercial enterprise has resulted in instances of significant negative impact on neighboring properties and their residents; and
- B. WHEREAS**, short-term residential rentals are often used for gatherings and parties by occupants and attendees who have no connection to the neighborhood, which gatherings and parties subject adjoining property owners and neighborhoods to a constant turn-over of occupants and visitors attending events at such properties, along with excessive noise, traffic, and spillover parking; and
- C. WHEREAS**, short-term residential rentals have also been the sites of volatile and at times violent activity in neighboring municipalities and across the country; and
- D. WHEREAS**, the City of Naperville is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare; and
- E. WHEREAS**, the Naperville City Council has determined that it is appropriate to add a new Chapter 18 (Short-Term Residential Rentals) to Title 3 (Business and License Regulations) prohibiting the use of residential properties for short term rental purposes as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE, DUPAGE AND WILL COUNTIES, ILLINOIS, in exercise of its home rule authority, as follows:

SECTION 1: The Recitals set forth above are incorporated herein and made part hereof as though fully set forth in this Section 1.

SECTION 2: Chapter 18 (Short-Term Residential Rentals) of Title 3 (Business and License Regulations) of the Naperville Municipal Code is hereby amended by adding the Chapter and language, as follows:

TITLE 3 (BUSINESS AND LICENSE REGULATIONS)

CHAPTER 18 – SHORT-TERM RESIDENTIAL RENTALS

SECTION:

3-18-1: - DEFINITIONS:

The following words and phrases shall, for the purposes of this Chapter, have the meanings respectively ascribed to them by this Section, as follows:

RESIDENTIAL STRUCTURE:	A residential structure located in a residential zoning district within the corporate limits of the City of Naperville, as residential districts are defined in Title 6 hereof (Zoning Regulations), as amended from time to time.
SHORT-TERM RESIDENTIAL RENTAL:	A Residential Structure, as defined herein, offered for rent for a period which does not exceed thirty (30) consecutive days. The term "Short-Term Residential Rental" or shall not include hotels, bed and breakfast establishments, or boarding facilities as those terms are defined in Title 6 hereof (Zoning Ordinance) as amended from time to time.
SHORT-TERM RESIDENTIAL RENTAL PROPERTY OWNER:	The individual or entity which has title to the property which is the subject of a Short-Term Residential Rental.

3-18-2: - PURPOSE AND APPLICABILITY:

It is the intent and purpose of this Chapter (Short-Term Residential Rentals) to preserve the character and integrity of residential neighborhoods within the City by prohibiting Residential Structures from being used for the commercial purpose of providing Short-Term Residential Rentals.

3-18-3: - SHORT-TERM RESIDENTIAL RENTALS PROHIBITED:

1. It shall be unlawful for any person or entity to operate, use, offer for rent or use, or advertise for rent or use, any property within the City of Naperville as a Short-Term Residential Rental, except as set forth in Section 3-18-3:2 below.
2. Notwithstanding the provisions set forth in Section 3-18-3:1 above, it shall not be considered a Short-Term Residential Rental when the preceding owner of a property maintains possession of a Residential Structure after closing for the sale thereof, but leases the property back from the successor owner for a period of time pursuant to a written agreement.

3-18-4: - PUBLIC NUISANCE DECLARED:

Operation of any Short-Term Residential Rental within the City of Naperville in violation of the provisions of this Chapter may be deemed a public nuisance and abated pursuant

to all available remedies, including but not limited to injunctive relief. In addition to the penalties provided for herein, the City of Naperville shall be entitled to receive from the Short-Term Residential Rental Owner reimbursement for the cost of the City's reasonable attorney fees, costs and expenses incurred by the City of Naperville to abate a Short-Term Residential Rental operating as a public nuisance.

3-18-5: - PENALTIES:

Any Short-Term Residential Rental Owner or other person or entity who violates any of the provisions set forth or referenced in this Chapter, shall be subject to the following penalties:

1. A fine of one thousand dollars (\$1,000.00) for a first offense within a 12-month period, and a fine of two thousand five hundred dollars (\$2,500.00) for a second or subsequent offense within a 12-month period.
2. Each day that a violation of this Chapter continues shall be considered a separate and distinct offense and a fine shall be assessed for each day a provision of this Chapter is found to have been violated. Notwithstanding the forgoing, the escalation of fines as set forth above shall not occur until a prior adjudication of a violation against the same individual or entity has been entered.
3. Continued violations of this Chapter are subject to an injunction to enforce this Chapter.

3-18-6: NOTICE OF VIOLATION:

The notice of a violation of the provisions set forth or referenced in this Chapter shall be served in any of the following manners:

1. Personal service of process by handing the notice of violation to the respondent, or their employees or agents, by any authorized City of Naperville official, police officer; or code enforcement officer.
2. Personal service of process as authorized by the Illinois Code of Civil Procedure, 735 ILCS 5/2-203.
3. Mailing the notice by certified mail, return receipt requested to the respondent's last known address, or in the case of a business, to the address for the registered agent or the address for its principal place of business.
4. Emailing the notice to the Short-Term Residential Rental Owner's last known email address when the respondent is the Short-Term Residential Rental Owner.
5. Posting the notice upon the property where the violation is found when the respondent is the Short-Term Residential Rental Owner.

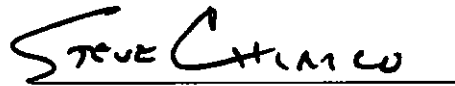
SECTION 3: This Ordinance shall take effect on September 1, 2020 except as follows:

A property owner that can demonstrate to the City Attorney that a rental agreement was fully executed prior to August 19, 2020 permitting the use and occupancy of a Naperville residential property as a short-term rental for dates up to and including October 19, 2020 shall be considered a pre-existing short-term residential rental (hereinafter "Pre-Existing Short-Term Rental"). For said Pre-Existing Short-Term Rentals, the residence may continue to be used as previously agreed upon through said rental agreement, even if said use is found to be in violation of the new provisions of Chapter 18 (Short-Term Residential Rentals) of Title 3 (Business and License Regulations). Any rental agreements executed prior to August 5, 2020 that would permit occupancy of a residence as a short-term rental on or after October 20, 2020, or any rental agreement executed on or after August 5, 2020, shall be required to comply with all provisions of Chapter 18 (Short-Term Residential Rentals) of Title 3 (Business and License Regulations).

PASSED this 18th day of August, 2020.

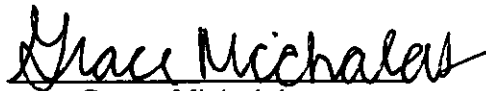
AYES: CHIRICO, BRODHEAD, COYNE, GUSTIN, HINTERLONG, KELLY,
KRUMMEN, SULLIVAN, WHITE

APPROVED this 19th day of August, 2020.



Steve Chirico
Mayor

ATTEST:



Grace Michalak
Records Clerk



**5A-2-2-5: AMENDMENTS:**

(G) Standards: The Plan Commission shall consider the following factors and other pertinent factors in developing a recommendation for the City Council:

1. Existing uses of property within the general area of the property in question, and the resulting character of the general area;
2. The zoning classifications of property within the general area of the property in question;
3. The suitability of the property in question to the uses permitted under the existing zoning classification including consideration of the length of time the property has been vacant as zoned;
4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classifications and the impact to surrounding property likely to result from the proposed use;
5. The reduction in value of the subject property resulting from the particular zoning restriction as compared to the gain to the public if the property remains restricted; and
6. The policies of all current official plans or plan elements of the City.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5A, ZONING REGULATIONS,
OF THE DARIEN CITY CODE**

(PZC2023-03: SHORT-TERM RENTALS PROHIBITED)

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

THIS 19th DAY OF JUNE, 2023

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of June, 2023.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5A, ZONING REGULATIONS,
OF THE DARIEN CITY CODE**

(PZC2023-03: SHORT-TERM RENTALS PROHIBITED)

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

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

WHEREAS, the City of Darien has adopted Zoning Regulations set forth in the Darien City Code Title 5A; and

WHEREAS, City Council deems it reasonable to periodically review the Zoning Ordinance and make necessary changes thereto; and

WHEREAS, the City Council has studied the proliferation what are commonly referred to as “short-term rental” uses of properties; and

WHEREAS, the City Council has determined that such uses are not compatible with the quiet use and enjoyment of residential properties throughout the City; and

WHEREAS, based on this determination, the City has proposed a zoning text amendment defining and prohibiting such uses; and

WHEREAS, pursuant to notice as required by law, the City’s Planning and Zoning Commission conducted a public hearing on June 7, 2023, and has forwarded its findings and

ORDINANCE NO. _____

recommendation of approval of this proposal to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to amend the Zoning Ordinance as provided herein below;

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

SECTION 1: Title 5A of the City Code of Darien, Section 5A-13-1 “Zoning Definitions” is hereby amended by adding the following:

SHORT-TERM RENTAL: A single-family dwelling, or a residential dwelling unit in a multi-unit structure, condominium, cooperative, timeshare or similar joint property ownership arrangement that is rented for a fee for less than 30 consecutive days. "Short-term rental" includes vacation rentals. "Short-term rental" does not include: (a) a dwelling that is used for any non-residential purpose, including educational, health care, retail, restaurant, banquet space, event center or other similar uses; (b) a bed and breakfast establishment as defined in Section 2 of the Bed and Breakfast Act; or (c) transient accommodations, including hotels and motels that are not classified as residential property for real property taxation purposes.

SECTION 2: Title 5A of the City Code of Darien, Section 5A-5 “General Provisions and Regulations” is hereby amended by adding the following:

5A-5-16: Short-Term Rentals Prohibited

(A) Short-Term Rentals are prohibited in the City of Darien.

(B) The prohibition on short-term rental units shall not apply when the immediately preceding owner of a property maintains possession of the dwelling unit after closing on a real estate transaction for the sale thereof and leases said property back from the successor owner for a period of time pursuant to a written agreement.

(C) Any person who violates, disobeys, omits, neglects, or refuses to comply with, or who resists enforcement of any provisions of this section, shall be subject to a fine of not less than one thousand dollars (\$1,000.00) nor more than two thousand five hundred dollars (\$2,500.00) for each offense. A separate offense shall be deemed committed on each day that such violation occurs or continues.

ORDINANCE NO. _____

(D) The owner or tenant of any building, structure, or land, and any other person, who commits, participates assists in, or maintains such violation may each be found guilty of a separate offense and be subject to the penalties herein provided.

SECTION 3: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter no delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

SECTION 4: Effective Date. The Zoning Ordinance amendment provided for in this Ordinance shall be in full force and effect 60 days after the passage, approval, and publication of this Ordinance as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of June, 2023.

AYES _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 19th day of June, 2023.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
June 19, 2023

ISSUE STATEMENT

A resolution accepting a proposal at the unit prices for sidewalk grinding from Hard Rock Concrete Cutters, Inc. in an amount not to exceed \$25,000.

RESOLUTION

BACKGROUND/HISTORY

Staff is tasked annually with identifying and marking sidewalk squares that need replacement. Typical replacement consists of replacing vertical mismatches starting at approximately ¾ of an inch. During the course of the past 20 years, the City has replaced numerous slabs and we have identified that in many cases we are replacing slabs that were removed and replaced 5-10 years prior. The cause of premature replacement is due to the tree roots. Due to the heavy clay content the roots thrive for the closest source of water and typically the storm water flows under the sidewalk due to stone base. As roots seek the water they continue to grow thus lifting sidewalk slabs resulting in mismatches and further creating a trip and fall hazard. Please note the concrete grinding could only be utilized with vertical mismatches. Pending results of the pilot program there could be opportunities to reduce the cost of full concrete replacement. The targeted area for the program will be from 67th Street to Plainfield Road and Clarendon Hills Road to Cass Avenue.

The FY 23/24 Budget allocated funding for a pilot program to mechanically grind the concrete mismatches. The end result is an exposed aggregate finish. The structural integrity of the walk is not affected by the grinding. Hard Rock Concrete Cutters, Inc. has extended their unit pricing through a coop contract that was initiated by the Village of Lombard and includes several additional agencies. Hard Rock Concrete Cutters has also confirmed that they would extend the unit pricing which includes the CPI of 2%, to the City of Darien, see attached email labeled as [Attachment A](#).

The proposed expenditure would be expended from the following line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23-24 BUDGET	PROPOSED EXPENDITURE
25-35-4380	CONCRETE GRINDING	\$25,000	\$25,000

STAFF RECOMMENDATION

Staff recommends a resolution accepting a proposal at the unit prices for sidewalk grinding from Hard Rock Concrete Cutters, Inc. in an amount not to exceed \$25,000.

COMMITTEE RECOMMENDATION

Due to procedural protocol the Municipal Service Committee could not be rescheduled prior to the scheduled City Council Meeting due to the observance of the Juneteenth Holiday. Due to further timing, the agenda items will be placed on New Business

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the June 19, 2023 City Council, New Business agenda for formal consideration.

Regina Kokkinis

From: Lisa Crilly <lisa@hardrockconcretecutters.com>
Sent: Tuesday, June 13, 2023 12:03 PM
To: Dan Gombac
Cc: Regina Kokkinis; Luis Diaz; Corrie Krula
Subject: RE: 2022 MPI 2022 SIDEWALK SAWING PROGRAM RFB#-22-23
Attachments: RFB 2022-23 (Sidewalk Saw Cutting).pdf

Hi Dan,
Attached is the whole RFB 2022-23 for the Sidewalk Saw Cutting. On Page 7 is the unit pricing of \$39.83/Cut that was used in 2022. On page 9, point #4 you will see that 2% increase for the unit pricing. This will increase the per cut price to \$40.63/Cut as we discussed over the phone.

Let me know if you need anything else.

Thank you,

Lisa Crilly
Hard Rock Concrete Cutters, Inc.
Corp. Secretary
P. (847) 850-7714
E. Lisa@hrccinc.com

From: Dan Gombac <dgombac@darienil.gov>
Sent: Tuesday, June 13, 2023 11:32 AM
To: Lisa Crilly <lisa@hardrockconcretecutters.com>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>
Subject: FW: 2022 MPI 2022 SIDEWALK SAWING PROGRAM RFB#-22-23

Hi Lisa,

Pls confirm that Hard Rock will allow the City Of Darien to be part of the 2023 concrete cutting services with pricing per the MPI pricing schedule. Please forward the pricing schedule.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106 Mobile 630-514-2519

From: Dan Gombac
Sent: Thursday, June 8, 2023 9:57 AM
To: 'Corrie Krula' <Corrie@hardrockconcretecutters.com>
Subject: RE: 2022 MPI 2022 SIDEWALK SAWING PROGRAM RFB#-22-23

No worries, just making sure you received my email yesterday.

Thank you

Daniel Gombac
Director of Municipal Services
630-353-8106 Mobile 630-514-2519

From: Corrie Krula <Corrie@hardrockconcretecutters.com>
Sent: Thursday, June 8, 2023 9:55 AM
To: Dan Gombac <dgombac@darienil.gov>
Subject: Re: 2022 MPI 2022 SIDEWALK SAWING PROGRAM RFB#-22-23

Hi Dan, I'm at a conference but will be back in office tomorrow. I saw you just called. Can I call you tomorrow morning or on my way home this afternoon?
Corrie

Get [Outlook for iOS](#)

From: Dan Gombac <dgombac@darienil.gov>
Sent: Wednesday, June 7, 2023 3:40:35 PM
To: Corrie Krula <Corrie@hardrockconcretecutters.com>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>
Subject: FW: 2022 MPI 2022 SIDEWALK SAWING PROGRAM RFB#-22-23

Corrie,

See below.

Resent with corrected e-mail.

From: Dan Gombac
Sent: Wednesday, June 7, 2023 3:26 PM
To: 'corrie@hrocinc.com' <corrie@hrocinc.com>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>
Subject: 2022 MPI 2022 SIDEWALK SAWING PROGRAM RFB#-22-23

Good afternoon Corrie,

In speaking with Luis Diaz afternoon, please confirm that Hard Rock will extend the joint coop contract for the 2023 Sidewalk Sawing Program to the City of Darien. Appreciate the consideration and requesting confirmation. The City's budget for the program is \$25k.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106 Mobile 630-514-2519

This email has been scanned for spam & viruses. If you believe this email should have been stopped by our filters, CAUTION: This e-mail originated outside of the City's email system. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL AT THE UNIT PRICES FOR SIDEWALK GRINDING FROM HARD ROCK CONCRETE CUTTERS, INC., IN AN AMOUNT NOT TO EXCEED \$25,000

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 accept a proposal at the unit prices for sidewalk grinding from Hard Rock Concrete Cutters, Inc., in an amount not to exceed \$25,000, 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 19th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 19th day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



INVITATION FOR BIDS

RFB # 2022-23

2022 SIDEWALK SAW CUTTING PROGRAM

FOR THE GOVERNMENTAL AGENCIES OF:



THE VILLAGE OF LOMBARD, THE VILLAGE OF BARTLETT, THE VILLAGE OF BENSENVILLE, THE CITY OF ELMHURST, THE CITY OF WEST CHICAGO, THE CITY OF WHEATON, THE VILLAGE OF WOODRIDGE, AND THE DUPAGE COUNTY DIVISION OF TRANSPORTATION

Bid Opening Date:	May 5, 2022
Bid Opening Time:	10:00
Bid Opening Location:	Lombard Public Works Department 1051 S. Hammerschmidt Avenue
Bid Opening Room:	Conference Room
Bid Deposit:	5%
Performance Bond:	Yes

**VILLAGE OF LOMBARD PUBLIC WORKS
1051 S. HAMMERSCHMIDT AVENUE
LOMBARD, IL 60148
(630) 620-5740**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received at the Lombard Public Works Department, 1051 S. Hammerschmidt Avenue, Lombard, IL 60148 until 10:00 A.M. local time on May 5, 2022 and then at said office publicly opened and read aloud for the following:

RFB NO: 2022-023

**REQUEST FOR BIDS (RFB) ON: 2022 SIDEWALK SAWING PROGRAM FOR THE
GOVERNMENT AGENCIES OF: VILLAGE OF LOMBARD, VILLAGE OF BARTLETT,
VILLAGE OF BENSENVILLE, CITY OF ELMHURST, CITY OF WEST CHICAGO,
CITY OF WHEATON, VILLAGE OF WOODRIDGE,
AND DUPAGE COUNTY DIVISION OF TRANSPORTATION**

TIME AND PLACE OF OPENING BIDS

Notice is hereby given that the Village of Lombard, Illinois, acting through the Department of Public Works, will receive sealed bids at the Public Works Facility, 1051 S. Hammerschmidt Avenue, Lombard, Illinois until May 5, 2022 at 10:00 AM, local time for the **2022 SIDEWALK SAWING PROGRAM**, at which time the bids will be publicly opened and read. Bid proposals for this project will be considered to determine the lowest responsible bidder. Judgment on award of the contract shall be based not only on cost, but also on past performance, experience and ability to perform the work. The Village of Lombard reserves the right to accept the proposal deemed to be in its own best interest based on all of the above considerations and other considerations the law allows in determining the definition of 'responsible bidder'. Bids will be acted upon by the President and Board of Trustees.

DESCRIPTION OF WORK

The Village of Lombard seeks contractors for removing vertical surface discontinuities in sidewalks between ½ " to 2½ ". All vertical surface discontinuities will be sawcut in complete accordance with the Americans with Disabilities Act. Vertical surface discontinuities ½" or greater will be sawed back at a maximum slope of 1:12 or less.

AVAILABILITY OF CONTRACT DOCUMENTS

Prospective Bidders **must** purchase contract documents through Quest Construction Data Network (QUESTCDN). This can be done via a link on the Village of Lombard website (www.VillageofLombard.org) or on the QUESTCDN website (www.questcdn.com). QUESTCDN is a web based platform for construction project advertisements, bid documents and plan holder lists. Prospective bidders will need the seven digit QUESTCDN project number 8187858 to locate the job on the QUESTCDN website search page. There is a \$30.00 nonrefundable cost for downloading the contract documents in a pdf format. **Bids will not be accepted from any prospective bidder who has not purchased contract documents through QUESTCDN.**

Notwithstanding the foregoing, plans and specifications may be **examined** at the following locations:

- 1) Office of the Director of Public Works, 1051 S. Hammerschmidt Avenue, Lombard, Illinois 60148;
- 2) **QUESTCDN** The Village electronically posts Plans, Advertisements, Plan Holders Lists and Addenda to QUESTCDN. For any additional services or assistance contact QUESTCDN at 952-233-1632 or info@questcdn.com.

3) Subscribers to **Dodge Data & Analytics** may view the documents thru their service agreement. For any additional services data subscribers should contact Dodge Data & Analytics. Telephone: 800-393-6343 Web: <http://construction.com/dodge> E-Mail: support@construction.com

4) Subscribers to **ConstructConnect** may view the documents thru their service agreement. For any additional services ConstructConnect data subscribers should contact ConstructConnect, 28 North Clark Street, Ste. 450 Chicago, IL 60602 Telephone: 877-737-6482. Web: www.ConstructConnect.com

HOWEVER, EXAMINATION OF SAID PLANS AND SPECIFICATIONS AT ANY OF THESE LOCATIONS OR ONLINE SHALL NOT RELIEVE THE PROSPECTIVE BIDDERS FROM THE CONTRACT DOCUMENT PURCHASE REQUIREMENT SET FORTH ABOVE.

BID SECURITY

All bid proposals must be accompanied by a bid bond, certified check, bank cashier's check or bank draft payable to the Village of Lombard for five percent (5%) of the amount of the bid as provided in the General Requirements. No proposals or bids will be considered unless accompanied by such bond, check or draft.

REJECTION OF BIDS

The Village reserves the right to defer the award of the contract for a period not to exceed sixty (60) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.

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HOWEVER, EXAMINATION OF SAID PLANS AND SPECIFICATIONS AT ANY OF THESE LOCATIONS OR ONLINE SHALL NOT RELIEVE THE PROSPECTIVE BIDDERS FROM THE CONTRACT DOCUMENT PURCHASE REQUIREMENT SET FORTH ABOVE. Corrie B. Krula

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SCHEDULE OF PRICES

Village of Lombard, Illinois



Company Name: Hard Rock Concrete Cutters, Inc.

PROJECT

Address: 601 Chaddick Drive

2022 MPI 2022 SIDEWALK
SAWING PROGRAM
RFB # 2022-23

City, State, Zip Code: Wheeling, IL 60090

Item No.	Community	EACH	Estimated Quantity	Unit Price	Extended Price
1	Lombard (Zones 4, 5, & 6)	Square	400	\$ 39.83	\$ 15,932.00
2	Bartlett	Square	850	\$ 39.83	\$ 33,855.50
3	Bensenville	Square	200	\$ 39.83	\$ 7,966.00
4	Elmhurst	Square	500	\$ 39.83	\$ 19,915.00
5	West Chicago	Square	400	\$ 39.83	\$ 15,932.00
6	Wheaton	Square	280	\$ 39.83	\$ 11,152.40
7	Woodridge	Square	1300	\$ 39.83	\$ 51,779.00
8	DuPage County Division of Transportation	Square	650	\$ 39.83	\$ 25,889.50
	TOTAL				\$ 182,421.40

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by **SEALED BID ONLY**. Fax and e-mail bids are not acceptable and will not be considered.

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this bid document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

Authorized Signature: _____ Company Name: Hard Rock Concrete Cutters, Inc.
Typed/Printed Name: Corrie B. Krula Date: 5/3/2022
Title: President Telephone Number: 847-850-7713
E-mail corrie@hrccinc.com

GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge. hereafter referred to as "Government Agencies", to jointly bid the cutting of sidewalks to address deficiencies and obtain compliance with the Americans with Disabilities Act.

Through this joint bid process, the Government Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders should in turn extend to the Government Agencies via lower pricing.

The Village of Lombard is the lead agency for the bid process on behalf of the Government Agencies. Each Village and Village's manager or board of trustees/council, as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

Work performed under this RFB, shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

2. BID PRICE

The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices. The schedule of prices includes base bid items and additional items for which the Government Agencies are requesting supplemental unit prices. The supplemental unit prices will be utilized if a Government Agencies later determines items are needed.

Bidders shall maintain pricing for a minimum of ninety (60) days from opening date.

3. AWARD

The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor. Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily any previous contract with, or work for, the Government Agencies.

4. TERM

The term of this Agreement shall be one (1) year from the date of award. All participating parties reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including supplemental unit prices) shall be held constant for the initial term of this agreement.

For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Requests for price increases shall be submitted. In the event the annual change in the CPI for the preceding calendar year is negative, no change in unit prices shall occur.

At the end of any contract term, the Village of Lombard reserves the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds by each government Agency; no charges shall be assessed for failure of a Government Agency to appropriate funds in future contract years.

The Village of Lombard reserves the right to reject any request for a subsequent term price increase and terminate the Agreement.

5. VOLUME/ESTIMATED QUANTITY

The volumes identified herein are estimated quantities. The Government Agencies do not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Government Agencies requirements whether more or less than the estimated amount.

The Government Agencies reserve the right to increase and/or decrease quantities, add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Government Agencies.

In the event awarded Contractor (s) is unavailable, the Government Agencies reserve the right to use whatever contractor is available to minimize and/or mitigate damages to the Government Agencies.

6. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be a qualified contractor(s) and demonstrate the capability to provide services required in accordance with the bid specifications. This would include but is not limited to:

Bids shall be evaluated as follows (not listed in order of priority):

- Bid pricing **Corrie B. Krula**
- Compliance with specifications
- References (Complete the Reference Sheet included herein.)
- Experience
- Submittal of required documentation
- Demonstration of equipment to perform scope of work identified herein

7. DOCUMENT OBTAINED FROM OTHER SOURCES

The Village of Lombard is the only official source for bid packages and supporting materials. Registration with the Village is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village cannot ensure that bidders who obtain bid packages from sources other than the Village will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village’s discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village will NOT rebid the project absent extraordinary circumstances.

8. SECURITY GUARANTEE

Each bidder shall submit a Bid Bond, Certified or Cashier’s Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the Government Agencies to perform the work identified herein, at the price bid. As soon as the bid prices have been compared, the Village of Lombard will return the bonds of all except the three lowest responsible and responsive bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

9. CONTRACT BONDS

The successful Contractor shall furnish within ten (10) calendar days after being notified of the acceptance of bid:

9.1 A performance bond satisfactory to each Government Agency, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to 100 percent (100%) of the purchase order issued by each Government Agency as security for the faithful performance of the Government Agency’s contract; and

9.2 A payment bond satisfactory to each Government Agency, executed by a surety company authorized to do business in the State of Illinois, for the protection of all persons supplying labor and materials to the Contractor of Subcontractors for the performance of work provided for in the contract, in an amount equal to 100 percent (100%) of the purchase order issued by each Government Agency.

9.3 Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus as determined by A.M. Best Ratings.

10. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: spolarm@villageoflombard.org

Questions are requested one week prior to the Bid Opening and are required no later than 10:00 A.M. on April 27, 2022.

ANY and ALL changes to these specifications are valid only if they are included by written Addendum from the Village of Lombard to All Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village of Lombard recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective bidders are, therefore, requested to make the best possible use of the information provided, without the expectation that the Village of Lombard will be able to answer every request for further information or that the schedule for receipt and evaluation of bids will be modified to accommodate such request.

11. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Government Agency, as authorized by the Government Joint Purchasing Act, 30 ILCS 525/0.01, *et seq.* (the “Act”). All purchases and payments made under the Act shall be made directly by and between each Government Agency and the successful bidder. The bidder agrees that the Village of Lombard shall not be responsible in any way for purchase orders or payments made by the other Governmental Agency. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Governmental Agencies during the extended term of this Agreement.

Bidder and the other Government Agencies may negotiate such other and further terms and conditions to this Agreement (“Other Terms”) as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the successful bidder and the other Governmental Agency.

The bidder shall provide the other Government Agencies with all documentation as required in the RFB, and as otherwise required by the Village of Lombard, including, but not limited to:

- 100% performance and payment bonds for the project awarded by other Governmental Agencies
- Certificate of insurance naming each other Government Agency as an additional insured
- Certified payrolls to the other Governmental Agency for work performed

12. CONTACT WITH GOVERNMENT AGENCY PERSONNEL

All bidders are prohibited from making any contact with the Government Agencies Presidents, Trustees, or any other official or employee of the Government Agencies (collectively, “Government Personnel”) with regard to the Project, other than in the manner and to the person(s) designated herein. The Lombard Village Manager reserves the right to disqualify any bidder found to have contacted Government Personnel in any manner with regard to the Project. Additionally, if the Lombard Village Manager determines that the contact with Government Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the DuPage County State’s Attorney for review and prosecution.

13. DISCLOSURES AND POTENTIAL CONFLICTS OF INTEREST (30 ILCS 500/50-35)

Each Government Agency’s Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all bids, the Government Agencies require all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between the Bidder and any Government Agency, their officials, and/or employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in its bid, identifying the name of the government official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Village of Lombard to take appropriate measures to ensure the fairness of the bidding process.

The Village of Lombard requires all bidders to submit a certification, enclosed with this bid packet, that the bidder has conducted the appropriate investigation and disclosed all potential or actual conflicts of interest.

By submitting a bid, all Bidders acknowledge and accept that if and Government Agency discovers an undisclosed potential or actual conflict of interest, that Government Agency may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

14. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

15. PREVAILING WAGE

Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., for all work completed under this Contract. Contractor agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics that perform work pursuant to this Contract or related subcontract. For applicable rates, go to the State of Illinois – Department of Labor website <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> and use the most current DuPage County rate. The Department revises the prevailing wage rates and the Contractor or subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates throughout the duration of this Contract.

Contractor and each subcontractor shall keep or cause to be kept accurate records of all laborers, mechanics and other workers employed by them on the public works project, which records must include each worker’s name, address, telephone number when available, social security number, classification, hourly wage paid (including itemized hourly cash and fringe benefits paid in each pay period), number of hours worked each day, and the starting and ending times of work each day. These records shall be open to inspection at all reasonable hours by any representative of the Government Agencies or the Illinois Department of Labor and must be preserved for five (5) years from the date of the last payment on the public work.

Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

16. CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors shall submit certified payroll records to the Government Agencies no later than the tenth (10th) day of each calendar month for the immediately preceding month in which construction on a public works project has occurred. **WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE GOVERNMENT AGENCIES.** Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class A misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this Contract may be predicated upon receipt of said records.

These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee’s address, telephone number and social security number.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488)

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contractors are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

17. EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS ACT (30 ILCS 570/0.01 et.seq.)

Pursuant to 30 ILCS 570/0.01 et. Seq., any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Village of Lombard’s Purchasing Manager.

18. ILLINOIS HUMAN RIGHTS ACT (775 ILCS 5/)

In the event the Contractor’s non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights (“Department”), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

19. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORK PROJECT ACT

Contractor shall comply with the provisions of 820 ILCS 265/1, et seq., which include prior to commencement of work on a municipal project, having in place a written substance abuse program for the prevention of substance abuse among its employees which meets or exceeds the program requirements identified in this Act. The substance abuse policy shall be submitted in writing to the municipality and shall be made available to the general public

20. WAIVER OF WORKERS COMPENSATION/OCCUPATIONAL DISEASE EXPENSE REIMBURSEMENT

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a) (4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a) (3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

21. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Lombard will review all unit prices submitted by the apparent lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Government Agency.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Government Agencies, the right is reserved to reject such bid at the discretion of the Village of Lombard.

22. DISCREPANCIES

In all cases of discrepancies between the drawings and specifications, the Government Agency's Purchasing Manager shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

23. OMISSIONS/HIDDEN CONDITIONS

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

24. FIELD MODIFICATIONS

A field modification is written by the owner or his designee to the contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project. Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be complied with, but under protest.

25. RESERVATION OF RIGHTS

Each Government Agency reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Government Agency and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Government Agencies opinion, prejudice the bidding process or create any improper advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by one or more of the Government Agencies shall not be considered an alteration of the bids.

26. TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

27. DEFINITIONS

- 27.1 **Base Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Base Bids or Unit Prices.
- 27.2 **Supplemental Bid** is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as supplemental items, to which Work may be added or from which Work may be deleted for sums stated in Supplemental Bid or Unit Prices.
- 27.3 **Unit Price** is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the Work as described in the Bidding Documents. The Government Agency may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing, and/or extension pricing, the Unit Price shall prevail.

28. RESPONSIVE BID

- 28.1 A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of the bid.
- 28.2 Bidders shall promptly notify the Village of Lombard of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. Each bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.

29. MODIFICATIONS

BIDDERS shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened they cannot be changed or withdrawn unless requested in writing and approved by the Village of Lombard.

30. INSURANCE

During the term of the contract, the CONTRACTOR shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 30.1. Comprehensive General Liability - \$1,000,000 per occurrence and shall include coverage for products and completed operations liability, independent CONTRACTOR'S liability, and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage; the general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000, or a project/contract specific aggregate of \$1,000,000
- 30.2. Auto Liability – Combined Single Limit Amount of \$1,000,000.00 on any CONTRACTOR owned, and/or hired, and/or non-owned motor equipment engaged in operations within the scope of this contract;
- 30.3. Workers Compensation – covering all liability of the Contractor arising under the Worker's Compensation Act and Workmen's Occupational Disease Act; Employers Liability \$1,000,000.00 (the policy shall include a 'waiver of subrogation'); and
- 30.4. Owners and CONTRACTORS Protective Liability \$1,000,000 Combined be no less than \$2,000,000.00 on a project aggregate.
- 30.5. Umbrella Coverage - \$2,000,000.00.
- 30.6. Contractor agrees that with respect to the above required insurance:

- 30.6.1. The CGL policy shall be endorsed for the general aggregate to apply on a “per Project” basis;
- 30.6.2. To provide separate endorsements: to name each Government Agency as an additional insured as their interest may appear, and to provide thirty (30) days’ notice, in writing, of cancellation or material change.
- 30.6.3. The Contractor’s insurance shall be primary in the event of a claim.
- 30.6.4. Each Government Agency shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.
- 30.6.5. A Certificate of Insurance that states that each Government Agency has been endorsed as an “additional insured” by the Contractor’s insurance carrier. Specifically, this Certificate must include the following language: “The (Governmental Agencies name inserted), and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number_____ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term.”

30.7 **Umbrella Policy.** The required coverages may be in any combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

30.8 **Failure to Comply:** In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, the Government Agencies may purchase such insurance coverages and charge the expense thereof to the Contractor.

31. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorneys’ fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village of Lombard, the Village of Bartlett, the Village of Bensenville, the City of Elmhurst, the City of West Chicago, the City of Wheaton, and the Village of Woodridge, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required of the Contractor.

32. CHANGE IN STATUS

The Contractor shall notify the Village of Lombard and each Government Agency immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Village of Lombard and each Government Agency shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

33. SUBCONTRACTORS

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the **name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein** (use additional sheets if necessary)

In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Village of Lombard is required.

Notwithstanding written consent to subcontract approved by the Village of Lombard, the Contractor shall perform with the Contractor’s own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

34. CHANGE ORDERS

The Owner believes that the project is fully defined in the Contract Documents and that Change orders will not be necessary. However, **in the event that a Change Order is required, the Contractor shall review the scope of work to be performed under the contract to suggest alternatives that can be implemented to offset the cost increase of any necessary changes without sacrificing the quality and/or scope of the contract specifications.** All Change Orders and alternative suggestions must be approved by the appropriate Government Agencies prior to execution.

- 34.1. Change Orders shall comply with 720 ILCS 5/33E-9.
- 34.2. In case of an increase in the Contract Sum, there will be an allowance for overhead and profit.
- 34.3. The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. This same percentage shall apply to **both extras and credits and for work** performed by the Contractor, a Subcontractor, or Sub-subcontractor.
- 34.4. Detailed written Requests for Change Orders must be submitted to the Owner's Representative on the form provided by the Owner. (Request furnished in any other format or lacking sufficient information will be rejected). In order to facilitate checking of quotations for extras or credits, all requests for change orders shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Where major cost items are Subcontracts, they shall also be itemized. Requests will be reviewed by the affected Government Agencies Purchasing Manager.
- 34.5. Each written Request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or a written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.
- 34.6. A written Change Order must be issued by the affected Governmental Agencies' Purchasing Manager prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

35. INVOICES AND PAYMENTS

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Government Agency to that Government Agency. The Contractor shall be responsible for paying its subcontractors.

The Contractor's subcontractors shall not invoice a Government Agency, nor shall a Government Agency pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Government Agency detailing the services the Contractor provided directly to the respective Government Agency. All services shall be invoiced based on unit pricing and quantities used. Each Government Agency shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Government Agency. Each Government Agency shall make payments in accordance with the Local Government Prompt Payment Act.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to:

Village of Lombard	Village of Bartlett	Village of Bensenville	City of Elmhurst
ATTN: Mike Spolar	ATTN: Nick Talarico	ATTN: Jeffery Maczko	ATTN: Grant Hicks
255 E. Wilson Avenue	228 S. Main Street	717 E. Jefferson Street	209 N. York Street
Lombard, IL 60148	Bartlett, IL 60103	Bensenville, IL 60106	Elmhurst, IL 60126

City of West Chicago	City of Wheaton	Village of Woodridge	DuPage County DOT
ATTN: Mehul T. Patel,	ATTN: Nathan Plunkett	ATTN: Scott Sramek	Attn: Mike Figuray
475 Main Street	821 W. Liberty Drive	1 Plaza Drive	140 N County Farm Rd
West Chicago, IL 60185	Wheaton, IL 60187	Woodridge, IL 60517	Wheaton, IL 60187

36. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Project Specifications, the General Terms & Conditions, the Invitation for Bids, the General Terms & Specifications and the Contractor's Bid Response.

37. JURISDICTION, VENUE, CHOICE OF LAW

This contract shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the Circuit Court of DuPage County, State of Illinois for the Government Agencies whose office is in DuPage County, and in the Circuit Court of Cook County, Illinois for Government Agencies whose office is in Cook County.

38. NON-ENFORCEMENT BY THE GOVERNMENT AGENCY

The Contractor shall not be excused from complying with any of the requirements of the Contract because of any failure on the part of the Governmental Agencies, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

39. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Government Agencies.

40. TERMINATION

The Government Agencies reserve the right to terminate their respective portion of this contract, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the terminating Government Agencies for work completed to date in accordance with the terms and conditions of this contract. In the event that this Contract is terminated due to Contractor's default, the Government Agencies shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

41. NON-APPROPRIATIONS

The Government Agencies reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or Village Council or County Board or Sanitary District Board of the affected Government Agency.

42. AFFIDAVITS

The following affidavits included in these contract documents must be executed and submitted with the bid:

- A) References
- B) Disqualification of Certain Bidders (Affirmation by signing Bid Form)
- C) Affidavit/Anti-collusion
- D) Conflict of Interest Form
- E) Tax Compliance
- F) Identification of Subcontractors

43. CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (CCDD) AND UNCONTAMINATED SOIL

The Contractor must comply with the requirements of Section 22.51(f)(2)(B) and 22.51a(d)(2)(B) of the Illinois Environmental Protection Act ([415 ILCS5/22.51(f)26(B)] and [415 ILCS5/22.51a(d)(2)(B)]) for the disposal of uncontaminated soils including

uncontaminated soil mixed with other clean construction or demolition debris (CCDD) materials.

44. ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

45. CONTRACTOR'S LICENSES: The bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on-file with the Governmental Agency in which the work is performed.

46. AUDIT/ACCESS TO RECORDS

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$10,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of \$10,000.
- C) Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- E) Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- F) The right of access conferred by this clause will generally be exercised (with respect to financial records) under:
 - i. negotiated prime contractors;
 - ii. negotiated change orders or contract amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii. sub-contracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i. with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii. if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

47. WITHDRAWAL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of 90 calendar days thereafter. The successful Bidder

shall not withdraw or cancel its bid after having been notified that the respective Governing Board have accepted said bid.

48. COMPETENCY OF BIDDER

If requested in writing by a Government Agencies, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) Municipal references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

49. NOTICE TO PROCEED

No work shall be undertaken prior to contract approval by the Contractor and the Government Agencies and the issuance of Government Agencies purchase order.

50. PERMITS AND LICENSES

A. Contractor shall obtain, at its own expense, all permits and licenses which may be required to complete the Work, and/or required by municipal, state, and federal regulations and laws. *Prior to performing any Work*, Contractor and all subcontractors must obtain a business license in each Government Agency they will work in. Contractor is directed to the permitting requirements (including but not limited fence, construction, demolition, dumpster, electrical, grading, plumbing, right-of-way and roofing permits) contained in each Government Agencies applicable code.

B. Contractor represents that it, its employees, agents and subcontractors shall hold all required licenses, permits, qualifications and certificates, and have duly registered and otherwise complied in all respects with all applicable federal, state and local laws, regulations and ordinances applicable to the performance of this contract.

51. SAFETY OF PERSONS

Contractor shall comply with all applicable federal, state, and local safety laws, regulations and codes. Contractor shall be in charge of, and responsible for, maintaining the site and performing the Work, so as to prevent accidents or injury to persons on, about, or adjacent to the site where the Work is being performed. Contractor shall maintain and implement, and ensure that all Subcontractors maintain and implement, an appropriate safety/loss prevention program for the protection of the life and health of employees and persons nearby. Contractor is fully responsible and assumes liability for the failure of Subcontractors to comply with the requirements herein.

52. ADDITIONAL SAFETY STANDARDS

CONTRACTOR shall perform all Work in compliance with all applicable Federal, State and local laws and regulations, including but not limited to, the following:

All equipment used under this contract shall be maintained in good operating condition and be appropriately licensed and inspected by the State of Illinois.

Any hazardous work practice(s) being conducted as determined by the MANAGER shall be immediately discontinued by the CONTRACTOR upon receipt of either written or verbal notice by the MANAGER to discontinue such practice(s). The CONTRACTOR shall not continue any work which it considers dangerous and shall immediately notify the MANAGER if such is the case.

53. OSHA STANDARDS

Contractor shall read and comply with all applicable Occupational Safety and Health Act (OSHA) standards. Special attention is directed to the Congressional Federal Register, Volume 58, Number 9, Thursday, January 14, 1993, Part 1910 (Permit Required Confined Spaces for General Industry.) Equipment supplied to the Government Agencies must comply with all requirements and standards as specified by the OSHA. Items not meeting any OSHA specifications will be refused.

54. COMPLIANCE WITH FREEDOM OF INFORMATION ACT

The Government Agencies are required by law to comply with the provisions of the Freedom of Information Act, 5 ILCS 140/1 et seq., as amended from time to time ("Act"). The Act requires the Government Agencies to provide, if requested to do so by any person, copies of documents that may be in your possession and related to this contract. As a condition of this contract, Contractor agrees to and shall provide to the Government Agencies, copies of any and all such documents when directed to do so by the Government Agencies. All such documents shall be delivered to the Government Agencies Clerk's Office no later than five (5) working days after the date of the Government Agencies direction to provide such documents. Failure of the Contractor to provide documents within said five (5) working days as provided above shall result in the assessment of any and all penalties, damages, and/or costs incurred by the Government Agencies to the Contractor which shall be paid immediately by the Contractor upon

demand of the same by the Government Agencies.

LABOR STATUTES, RECORDS AND RATES
CONSTRUCTION CONTRACTS

for

MUNICIPALITIES – STATE OF ILLINOIS
JUNE 2017

All Contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the Contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

- 1.0 Equal Employment Opportunity:
 - 1.1 Illinois Constitution, Article I, Section 17, which provides: “All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring and promotion practices of any employer or in the sale or rental of property.”
 - 1.2 Illinois Constitution, Article I, Section 18, which provides: “The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts.”
 - 1.3 The Public Works Employment Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of “any kind by, for, on behalf of, or for the benefit of the State, or of any department, bureau, commission, board or other political subdivision or agency thereof.”
 - 1.4 Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix B), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.
- 2.0 The Veterans Preference Act, 330 ILCS 55/1, provides: “In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country...”
- 3.0 The Servicemen’s Employment Tenure Act, as amended, 330 ILCS 60/2, “safeguarding the employment and the rights and privileges inhering in the employment contract, of servicemen.”
- 4.0 The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: “It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.” The current Schedule of Prevailing Wages for DuPage County and/or Will County and Lake County must be prominently posted at the project site by the Contractor.
- 4.1 The Prevailing Wage Act, 820 ILCS 130/4, provides: “All bid specifications shall list the specified rates to all laborers, workers and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate.”
 - 4.1.1 The Village shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.

4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, “submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project.”

4.2.1 The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.

4.2.2 The certified payroll records shall include each worker’s name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.

4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.

5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: “No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state.”

The Contractor will include verbatim or by reference the provisions contained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such subcontractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

6.0 Drug Free Work Place

Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

6.1 Publishing a statement:

1. Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village’s or Contractor’s workplace.
2. Specifying the actions that will be taken against employees for violations of such prohibition.
3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

6.2 Establishing a drug free awareness program to inform employees about:

1. the dangers of drug abuse in the workplace;
2. the Village’s or Contractor’s policy of maintaining a drug free workplace;
3. any available drug counseling, rehabilitation and employee assistance programs;
4. the penalties that may be imposed upon employees for drug violations.

6.3 Providing a copy of the statement required by subparagraph 6.1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

6.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part 6.1.3(B) of subparagraph 6.1.1 above from an employee or otherwise receiving actual notice of such conviction.

6.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

- 6.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 6.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 Patriot Act Compliance

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

SIDEWALK SAW CUTTING **BID SPECIFICATION**

1.0 **General**

Wherever the word “Owner” or “Engineer” appears in this document, it shall be interpreted to mean each Government Agencies representative.

Wherever the word “Contractor” appears in this document, it shall be interpreted to mean the firm, partnership, joint venture, or corporation contracting with each Government Agencies for performance of prescribed work.

2.0 **Scope of Project**

This work shall consist of removing vertical surface discontinuities between ½” to 2½”. All vertical surface discontinuities will be sawcut in complete accordance with the American with Disabilities Act. Vertical surface discontinuities ½” or greater will be sawed back at a maximum slope of 1:12 or less. All cuts shall have a smooth, uniform appearance and texture. Grinding or pulverization of the concrete will NOT be allowed.

Contractor must track and document all sidewalk sawing cuts on a daily basis listing the location (as best possible), the measurements of both vertical surface discontinuities, width of cut and show quantity calculations. Contractor will also be responsible for continually monitoring the total costs of work as project progresses so that it will not exceed the awarded contract amount unless specifically directed by local agency project manager.

Work Orders will be issued to the Contractor by each Government Agency. The Work Orders will be submitted to the Contractor by each Government Agency on a monthly basis. The Work Orders must be completed by the Contractor within 30 days of issuance of each Work Order. Each Government Agency has the right to delete from or add to the contract quantities without placing penalty to the contract unit costs for construction.

The Village of Lombard further reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the municipality. Anticipated locations of the work for each municipality is shown on Appendix B.

3.0 **Maintenance Bond**

The Contractor is required to furnish a maintenance bond approved by the Government Agency in the amount equal to ten percent (10%) of the contract price. This bond shall provide a guarantee against defective materials and workmanship on all materials, items and work furnished under this contract, including contract changes and additions **for a period of one year** from date of written final acceptance and final payment. If within the one (1) year guarantee period, any defects or signs of deterioration are noted which, in the opinion of the Government Agencies, are due to the faulty installation, workmanship, or materials, the municipality shall notify the Contractor. At the Contractor’s expense, the Contractor agrees to make any and all repairs, adjustments or replacements to correct the condition/s to the complete satisfaction of the municipality work has been completed in.

4.0 **Contract Completion Date and Interim Completion Dates**

The Contractor shall execute the contract within ten working days after contract award by each individual Governmental Agency. The Contractor shall start the work to be performed under the contract not later than ten calendar days after the execution of the contract by the municipality.

The Contractor shall coordinate directly with the Public Works Director (or his/her designee) for each Governmental Agency to Schedule the work. Interim dates stated below unless agreed to by Governmental Agency in writing.

Deliverables – All deliverables shall be submitted within two (2) calendar weeks of completion.

5.0 **Work Quality Inspection**

The contractor shall provide and maintain all traffic control and protection including but not limited to: arrow boards, signs, barricades, and lights as necessary to provide for the public's safety, and to comply with the requirements meeting IDOT requirements, or of the agency having jurisdiction over the right-of-way.

6.0 **Prosecution and Progress**

The Contractor shall complete all work under this Contract no later than October 28, 2022. Failure to complete the work will result in liquidated damages as specified in Section 108 of the Standard Specifications (IDOTSPECS).

7.0 **Contractor's Use of Premises**

1. Coordinate use of premises under direction of Engineer.
2. Assume full responsibility for protection and safekeeping of products under this Contract.
3. Obtain and pay for use of additional storage or work areas needed for operations at no additional cost to Owner.
4. Conduct operations to ensure least inconvenience to general public.
5. See Appendix A for each municipality's additional input on local parking plan.

8.0 **Pre-Construction Meeting**

A pre-construction meeting with the Contractor will be held with each Government Agency to discuss all issues pertaining to this project. The contractor is requested to bring the following information to this meeting:

1. The Contractor's proposed construction schedule.
2. Name of sub-contractors (if applicable) involved in these projects.
3. Name of Project Manager.
4. Name of individual responsible for traffic control and maintenance
5. Emergency and Non-emergency Contact info including emails and phone numbers.

9.0 **Weekly Meetings**

Regular weekly meetings between the Contractor Project Manager and the Engineer are required. The proposed Contractor's working schedule for the next two (2) weeks shall be submitted to the Engineer during each meeting. If any modifications to the proposed schedule are requested by the Engineer, the Contractor shall adjust his proposed schedule accordingly.

10.0 **Protection of Trees**

Every effort shall be made by the Contractor when working near trees and shrubs to preserve same from harm. No trees or shrubs shall be removed unless so indicated on the Plans or as authorized in the field by the Engineer. The Contractor shall be responsible for damage to or loss of any tree or shrub not specifically designated to be removed.

Damage to tree limbs shall be held to a minimum. Shrubs and tree limbs shall be tied back wherever necessary to prevent their loss or damage. Wherever damage by construction equipment to limbs and branches is unavoidable, they shall be pruned before starting work and sealed in accordance with best forestry practice.

No pruning of tree limbs or branches will be allowed without the written permission from the Engineer. If pruning is necessary and approved, it will be done by an approved licensed landscape contractor, if the Engineer deems it is necessary. The Contractor shall contact the Engineer at least 24 hours prior to his need to prune. Tree protection shall be incidental to the Contract.

11.0 **Safety**

The Contractor shall comply with State, Local, and Federal Safety and Health regulations applicable to the work being performed including OSHA.

The cost associated with the above referenced safety precautions shall be considered incidental to the cost of the contract.

12.0 **Water Usage**

See Appendix A for each municipality's additional input on local water usage plan.

13.0 **Pay Estimates**

The Contractor shall provide individual invoices for the services that it and all of its subcontractors undertake for a Municipality to that Municipality. The Contractor shall be responsible for paying its subcontractors. The Contractor's subcontractors shall not invoice a Municipality, nor shall a Municipality pay the Contractor's subcontractors directly.

The Contractor shall submit invoices to each Municipality detailing the services the Contractor provided directly to the respective Municipality. All services shall be invoiced-based on unit pricing and quantities used. Each Municipality shall only pay for quantities it used or ordered. Quantities may be adjusted up or down based on the needs of each Municipality. Each Municipality shall make payments in accordance with the Local Government Prompt Payment Act.

No payment, final or otherwise, shall release the Contractor or its subcontractors from any of the requirements or obligations set forth in this Agreement.

Invoices shall be delivered to the local agency project manager.

14.0 **Payout Procedures**

Each Government Agency payout procedure schedule will be submitted to the contractor at the pre-construction meeting. A monthly pencil draw meeting must be held between the contractor's representative and each Government Agencies' project manager to agree on the quantities to be submitted for payment. If a pencil draw meeting is not held, the project manager will submit to the contractor the latest quantities measured by Government Agency staff and those numbers must be used for the current billing period. If the contractors submitted quantities are different than those agreed to or submitted to each Government Agency, the Government Agency will proceed with the invoice approval of the lesser amount per line item (either the contractor's itemized invoice or the inspected and approved item quantity by the Government Agency inspectors) for payment. In no case, will the line item invoice payment exceed the inspected and approved quantity per Government Agency inspection requirements.

Applications for payment must be submitted on a Government Agencies approved itemized invoicing form that includes pay item descriptions, original contract quantities and unit prices, previous, current and total quantity summaries, and approved change orders. Other required submissions include the current waivers of lien, contractor's affidavits, contractor's sworn statement, certified payroll report, and any other documents or invoice paperwork as requested by each municipality.

Any questions pertaining to payments are to be forwarded to the municipal project manager or the Engineer. Contractors shall not call each Government Agencies' Finance Department with questions regarding pay applications. The pay application process is approximately six weeks from the pencil draw meeting to the issuance of payment.

15.0 **Payment for Extra Work**

The methods for measurements and payments for Extra work shall be in accordance with the applicable articles of Section 109 of the Standard Specifications.

Extra work shall not be started until authorization from the Engineer is received. Extra work will be paid for at either the contract price, a lump sum price or agreed unit prices, or on a force account basis.

If a force account basis method for payment is used, then the procedures outlined in the Illinois Department of Transportation Construction Memorandum 08-09: Force Account Billing, dated January 1, 2008 shall be followed by the Contractor.

As indicated in the above referenced Memorandum particular attention should be paid to the following:

1. Each day the force account is being performed Form BC 635; Extra Work shall be completed and submitted to the Engineer.
2. The most recent edition of Equipment Watch's Rental Rate Blue Book will be used as the source of equipment rates for force account billing.

16.0 **Public Advisory**

A minimum of two weeks prior to commencing with sidewalk repair and maintenance work the Contractor shall coordinate with each Government Agency to provide general public notice of the work to be done.

“No Parking – Police Order” signs are available upon request at the office of the Engineer. All such notices shall be removed by the Contractor immediately upon the completion of work in each block. The cost associated with public advisory shall be considered incidental to the cost of the contract.

17.0 **Hours of Construction**

No work shall be done Monday thru Friday between 7:00 P.M. and 7:00 A.M., nor on Saturdays, Sundays, or legal holidays without written permission of Owner. However, emergency work may be done with permission from Engineer. Work activity, as intended herein, includes warming or starting up of any machinery or engines.

18.0 **Protection of Environment**

The protection of environment shall include:

1. Contractor, in executing work, shall maintain work areas on- and off-site free from environmental pollution that would be in violation of any federal, state or local regulations.
2. Take adequate measures to prevent impairment of operation of existing sewer systems. Prevent construction material, earth, or other debris from entering sewers or sewer structures.
3. Observe rules and regulations of State of Illinois and agencies of U.S. government prohibiting pollution of any lake, stream, river or wetland by dumping of refuse, rubbish, dredge material or debris therein.
4. Comply with procedures outlined in U.S. EPA manuals entitled, “Guidelines for Erosion and Sedimentation Control Planning and Implementation,” Manual EPA-R2-72-015 and “Processes, Procedures, and Methods to Control Pollution Resulting from All Construction Activity,” Manual EPA 430/9-73-007.
5. Dispose of excess excavated material and other waste material in a lawful manner.
6. Minimize air pollution by wetting down bare soils during windy periods, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
7. Trash burning will not be permitted on construction site.
8. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either U.S. EPA or U.S. Department of Agriculture or any other applicable regulatory agency.
9. Use of such chemicals and disposal of residues shall be in conformance with manufacturer’s instructions.
10. Conduct operations to cause least annoyance to residents in vicinity of work, and comply with applicable local ordinances.
11. Equip compressors, hoists, and other apparatus with such mechanical devices as may be necessary to minimize noise and dust.
12. Equip gasoline or oil operated equipment with silencers or mufflers on intake and exhaust lines
13. Line storage bins and hoppers with material that will deaden sounds.
14. Conduct operation of dumping rock and of carrying rock away in trucks so as to cause minimum of noise and dust.

PROJECT SPECIAL PROVISIONS

1.0 SCOPE OF WORK

This work shall consist of removing vertical surface discontinuities between ½” to 2½”. All vertical surface discontinuities will be sawcut in complete accordance with the American with Disabilities Act. Vertical surface discontinuities ½” or great will be sawed back at a maximum slope of 1:12 or less. All cuts shall have a smooth, uniform appearance and texture. Grinding or pulverization of the concrete will NOT be allowed.

All saw cutting work shall be completed with equipment capable of cutting at any angle and able to remove the concrete completely to all of the edges of the vertical surface discontinuity. No scarifications or similar large grinding machines are acceptable and will NOT be allowed.

All saw cutting shall be taken to the zero point of the vertical surface discontinuity to the adjacent opposite side and to both edges of the sidewalk to eliminate the trip hazard over the full width of the sidewalk.

Debris and concrete dust shall be cleaned from the sidewalk surface as well as the surrounding area of work. At no time shall concrete dust, slurry or debris be allowed to enter the village storm system.

The contractor shall submit a list of all vertical surface discontinuities that were removed, including measurements of height at each end and width, address location and notes associated with work.

Any vertical surface discontinuities greater than 2½” will be reported to the village engineer at the end of each work day. Spalled surfaces, sidewalk squares broken into 3 or more pieces and other sidewalk irregularities requiring removal and replacement will also be reported to the village engineer at the end of each day. All reported sidewalk deficiencies will have a corresponding street address or detailed description of location if an address is not available.

Contractor must track and document sidewalk sawing cuts on a daily basis listing the measurements of both vertical surface discontinuities and show in-foot calculations. Contractor will also be responsible continually monitoring the total costs of work as project progresses so that it will not exceed awarded contract amount unless specifically directed by Village Engineer.

The work under this item shall be paid for at the contract unit price per cut square for “SIDEWALK TRIP HAZARD REMOVAL”. Said price shall include all labor, materials, and equipment necessary to complete the work in place.

FUNDING LIMITS

The Village of Lombard has budgeted a specific amount of funds for the construction of this project. It is recognized that the cost to complete the work listed within these special provisions and the contract documents may vary from the budgeted amount. The quantities called for in this contract indicate the estimated amount of work to be expected. The actual amounts may vary depending upon actual field conditions. Bidders are hereby notified that the Village of Lombard reserves the right to adjust the quantities contained in this contract at its sole discretion to keep the construction cost near the estimated budget. It shall be understood and agreed that the contract unit prices shall prevail regardless of changes to the contract quantities which may be made subsequent to the contract award and that no additional compensation per unit price or otherwise will be allowed for any increase or decrease in the quantities. No increase in unit price will be allowed if the method of construction changes due to increased or decreased quantity. By submitting a bid, the successful bidder agrees to be bound by said unit prices, and will not make claims for adjustments due to work which may be added or deleted from the project.

2.0 MEASUREMENT AND PAYMENT

Saw cutting of sidewalk will be measured for payment by unit of sidewalks cut. The cost of cleaning sidewalk shall be included in the price bid for saw cutting. The Contractor is required to record and submit, with each invoice, the location of each trip hazard removed. The work shall be paid for at the contract unit price per **SQUARE** for SAW CUTTING SIDEWALK, SPECIAL, which price shall include all labor, equipment, tools, materials, and all other costs associated with such work as specified herein. Included in the unit price bid shall be all labor, equipment and materials for the cutting of the concrete, cleaning up, and disposal of all debris to the Contractor’s site. It shall also include the cost of transporting, setup and removal of all equipment to each site.

3.0 PROJECT SUBMITTALS

The Contractor is required to submit a list of sidewalk(s) cut through the contract, which shall provide the date of the work, the address of the adjacent property at which the cut was made to each Government Agencies' Director of Public Works or his/her designee prior to initiation of the work. The contractor shall provide each agency with certification of the work completed within the defined area that states that they have cut all sidewalk deficiencies that met the specifications of the contract.

4.0 MATERIALS & SERVICES TO BE PROVIDED BY GOVERNMENT AGENCIES

4.1 **Water and Water Meter** – Each Government Agency shall furnish water for sidewalk saw cutting at no cost to the contractor. Water shall be obtained from hydrants designated by each Government Agencies' Director of Public Works or his/her designee and only through a meter/backflow device obtained from the Government Agency. There is a refundable deposit (up to \$2,000 as determined by each Government Agency) required for each meter/ backflow device. The meter deposit costs are subject to change. Meters shall only be used within the Government Agency from which they are obtained. The Contractor shall not use an Agency's meter to meter water in any other Agency.

The contractor shall keep track of water usage on a daily basis and shall provide water use records to the Government Agencies' Public Works Director or his/her designee at the end of each week in which work occurs. The water meter shall only be used for Owner's projects and shall not be used by the contractor for outside work.

Village of Lombard requires contractors to use Village provided hose lead from hydrant port to hydrant meter and meter shall be placed on ground. Hose from meter is not permitted across roadways. Vehicular traffic going over hoses on roadway may cause a hammering effect on water system, which in turn can cause a water main break.

All fire hydrants shall remain available for use by emergency services in the event of a fire, and shall not be obstructed by contractor vehicles or equipment. The contractor shall ensure that a vacuum break is provided when obtaining water from Government Agency hydrants.

See Appendix A for Additional Government Agencies – Water, Meter Rates, Overnight Parking and Disposal Information.

4.2 Village of Lombard – Billing rates and fees are listed below.

Water Meter Rental Charges

5/8" or 3/4" Meter

Initial Administration Fee	\$40.00
Deposit	\$500.00
Meter Rental Fee (per day)	\$3.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

2" Meter

Initial Administration Fee	\$40.00
Deposit	\$2,000.00
Meter Rental Fee (per day)	\$5.00
Maximum Rental Time	90 days
Renewal Fee	\$10.00

Contractors wishing to rent a water meter should contact the Village Department of Public Works at (630) 620-5740. The Finance Department will deduct the water meter rental fee from the deposit.

5.0 SCHEDULING OF WORK

- 5.1 Coordinate with Government Agencies pertaining to road work or other projects;
- 5.2 Coordinate with Government Agencies pertaining to lane closures or road closures;
- 5.3 Government Agencies will notify contractor of planned local events at pre-construction meeting;
- 5.4 Contractor to coordinate work with other utility companies.

6.0 PERMITS

The contractor is responsible for obtaining all permits needed for work within Municipality, County, State or Railroad rights-of-way. The cost for obtaining permits is incidental to the contract.

Village of Lombard information is listed: Contractor must comply with other Government Agencies' respective permit requirements related to oversize/ overweight vehicles.

Equipment on Pavement and Structures. In accordance with Village Code (Title 9, Chapter 97, Section 97.200) the Contractor must obtain a permit for the movement of any overweight or oversize vehicle within the jurisdiction of the Village. If any of the following limits are exceeded, a permit is required.

<i>Maximum Gross Weight:</i>	<i>80,000 pounds</i>
<i>Maximum Gross Length:</i>	
<i>Tractor Trailer</i>	<i>55 feet</i>
<i>Truck Trailer</i>	<i>60 feet</i>
<i>Maximum Gross Width:</i>	<i>8 feet 6 inches</i>
<i>Maximum Gross Height:</i>	<i>13 feet 6 inches</i>
<i>Maximum Axle Weight Limit</i>	<i>20,000 pounds</i>
<i>Maximum Axle Tandem Weight Limit</i>	<i>34,000 pounds</i>

To reference the complete Village Ordinance concerning permit moves and fee structure visit <http://www.villageoflombard.org/DocumentCenter/View/11754>

The Contractor must be familiar with the ordinance. This ordinance is strictly enforced; offenders will be subject to fine, arrest and prosecution.

The Lombard Police Department is now using an online-based permitting system via the website, www.oxcartpermits.com. Contractors applying for an overweight/oversize permit will have to use the Oxcart permitting software. The form can be completed on the Oxcart website under the Trucking login/sign up link (<http://oxcartpermits.com/user/trucking>)

Visit <http://www.villageoflombard.org/421/Truck-Enforcement-OversizeOverweight-Per> regarding enforcement and truck routes. If you have any questions regarding commercial motor vehicle/permits please contact Officer Latronica at 630-873-4453 or by e-mail at latronica@villageoflombard.org

APPENDIX A:
ADDITIONAL MUNICIPALITY-SPECIFIC INFORMATION

Village of Lombard

Project Manager –Mike Spolar, Village Engineer, 630-620-5740, spolarm@[villageoflombard.org](mailto:spolarm@villageoflombard.org)

Local Parking Plan – Overnight parking available at Public Works Facility located at 1135 N Garfield St.

Local Water Plan – No charge for water, the Village of Lombard will allow water to be obtained from Village-owned hydrants, as approved by the project manager. The Contractor must obtain a permit and make a refundable deposit (up to \$2,000), install portable water meter/backflow device and maintain a record of water quantity used (no cost for water).

Maps – Attached

Note: The Village of Lombard has a not to exceed budget of \$25,000.00. Should the Contractor complete sidewalk cutting in all the areas shown on the Village of Lombard maps and the total cost is less than \$25,000.00, additional areas shall be provided by the Project Manager.

Village of Bartlett

Project Manager - Nick Talarico, Civil Engineer, 630-837-0811, NTalarico@BartlettIL.gov

Local Parking Plan – Overnight parking is available at the Village’s Public Works Facility located at 1150 Bittersweet Drive.

Local Water Plan – Water will be available free of charge at the Village’s Public Works Facility located at 1150 Bittersweet Drive. The use of residential hydrants for a water source is strictly prohibited. The Contractor shall notify the Project Manager 48-hours in advance of beginning work so that a water meter can be made available and installed at the fill-up site (no deposit will be required). The Contractor shall also be responsible for recording usage and reporting it to the project manager.

Maps – Attached.

Note: The Village of Bartlett has a not-to-exceed budget of \$50,000.00. Should the Contractor complete sidewalk cutting in all the areas shown on the Village of Bartlett maps and the total cost is less than \$50,000.00, additional areas shall be provided by the Project Manager.

Village of Bensenville

Project Manager – Jeffery Maczko, Village Engineer, 630-594-1196, jmaczko@bensenville.il.us

Local Parking Plan – Overnight parking is available at the Village’s Public Works Facility located at 717 E. Jefferson Street.

Local Water Plan – Water will be available at the Village’s Public Works Facility located at 717 E. Jefferson Street.

Maps – Attached.

City of Elmhurst

Project Manager – Grant Hicks, 630-530-3034, grant.hicks@elmhurst.org

Local Parking Plan – Overnight parking is available at Public Works Facility at 985 S Riverside Drive.

Local Water Plan – No charge for water, water tanks can be filled at the Public Works Facility at 985 S Riverside Drive. The City will also allow water to be obtained from City-owned hydrants. The contractor must obtain a permit and make a \$1500 deposit for a portable water meter/backflow device and maintain a record of water quantity used.

Maps – Attached.

City of West Chicago

Project Manager – Doug Masters, Office: 630-293-2255, Cell: 815-210-6089, doug@thomas-engineering.com

Local Parking Plan – Overnight parking will be available at the Office of the Director of Public Works, located at 1400 W. Hawthorne Lane.

Local Water Plan – No charge for water. The City of West Chicago will allow water to be obtained from the City’s fire hydrant located at 1400 W. Hawthorne Lane. The contractor must obtain a City water meter from City Hall, make a \$750 refundable deposit, and have their water truck (equipped with air gap backflow prevention) inspected at 1400 W. Hawthorne Lane prior to obtaining City water.

Maps – Attached.

Note: The City of West Chicago has a not to exceed budget of \$25,000.00. Should the Contractor complete sidewalk cutting in all the areas shown on the City of West Chicago maps and the total cost is less than \$25,000.00, additional areas shall be provided by the Project Manager.

City of Wheaton

Project Manager – Nathan Plunkett, Street Superintendent, 630-260-2116, nplunkett@wheaton.il.us

Local Parking Plan – Overnight parking is available at Wheaton Public Works Yard at 822 W Liberty Dr in Wheaton.

Local Water Plan – No charge for water. The City of Wheaton will allow water to be obtained from any hydrant within the City limits. A refundable deposit of \$700 is required.

Maps – Attached.

Village of Woodridge

Project Manager – Scott Sramek, Public Works Foreman, 630-719-4757, ssramek@wil.woodridge.il.us

Local Parking Plan – Limited parking space is available at the Towne Centre parking lot located near 1 Plaza Drive. Will coordinate based on available space at the time of work.

Local Water Plan – No charge for water, a hydrant with a meter is available at the Public Works yard located at 1 Plaza Drive.

Maps – Attached.

DuPage County Division of Transportation

Project Manager – Mike Figuray, Manager of Highway Operations, (630) 407-6924, Michael.Figuray@dupageco.org

Local Parking Plan – Overnight parking will be available at the DOT Maintenance Facility, 140 N. County Farm Road, Wheaton, IL 60187

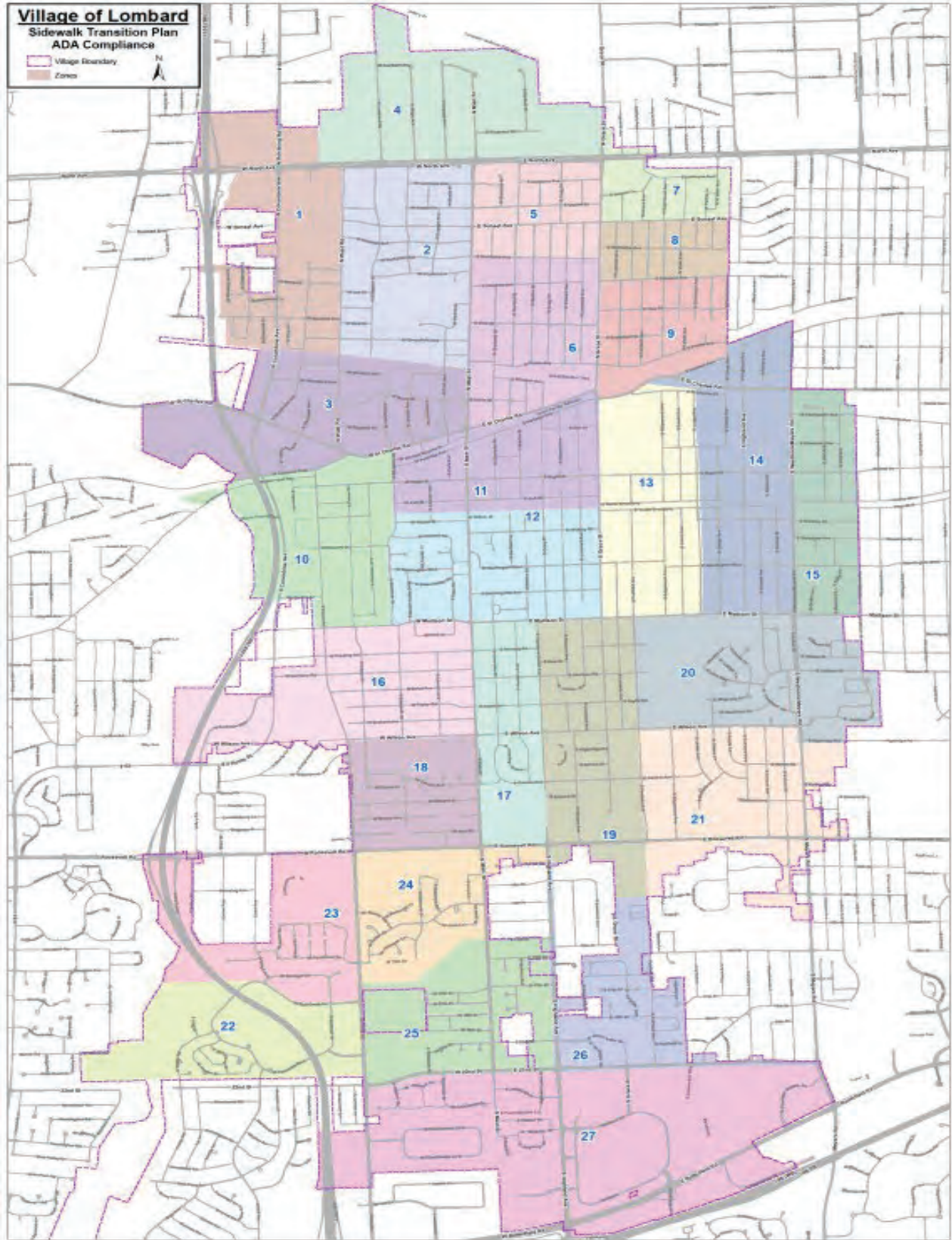
Local Water Plan – No Charge for water. Water is available at the DOT Maintenance Facility located at 140 N. County Farm Road, Wheaton, IL 60187

Maps – see segment list and maps attached.

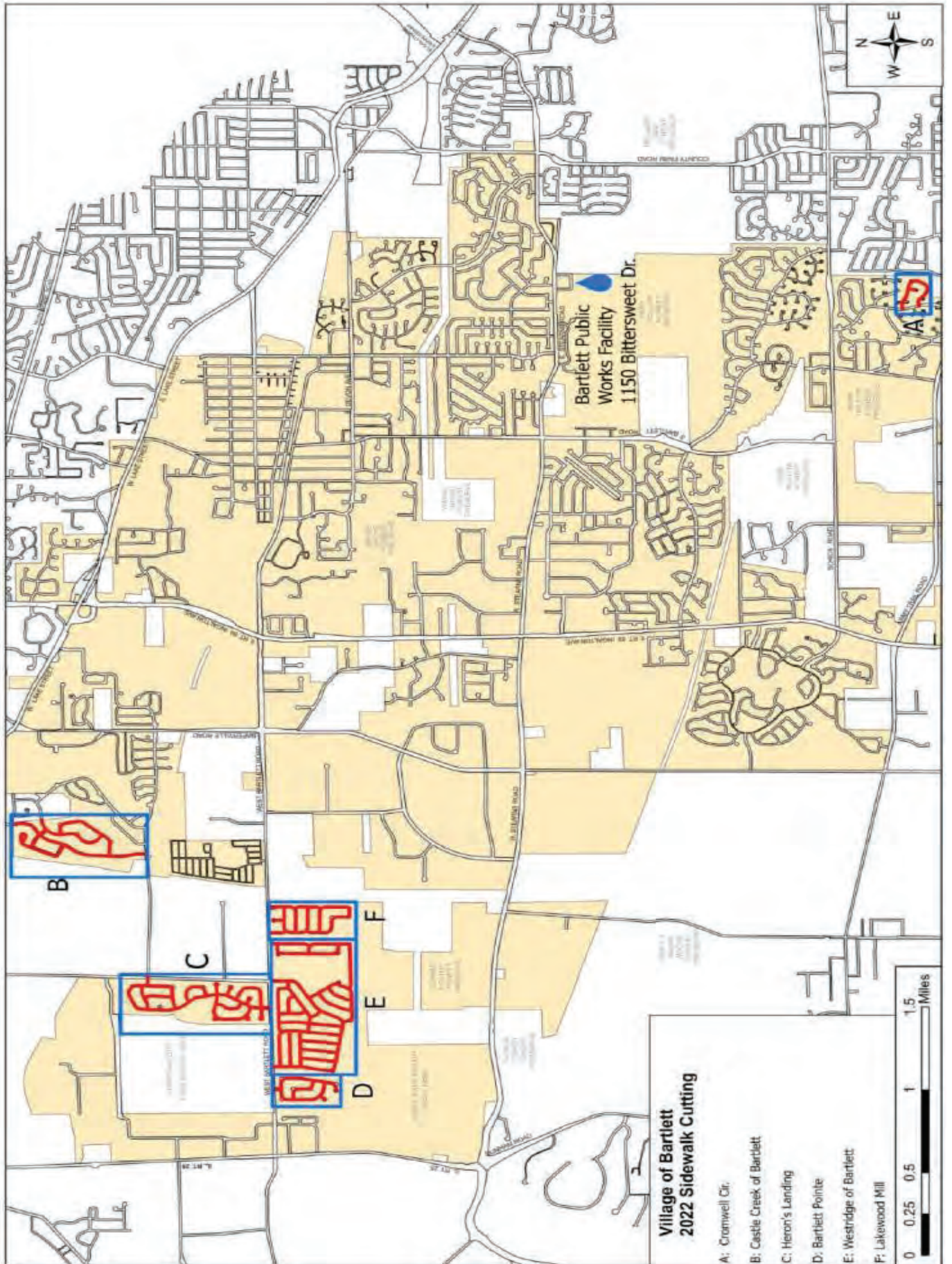
APPENDIX B:
LOCATION MAPS

(ATTACHED)

Village of Lombard – Zones 4, 5, & 6



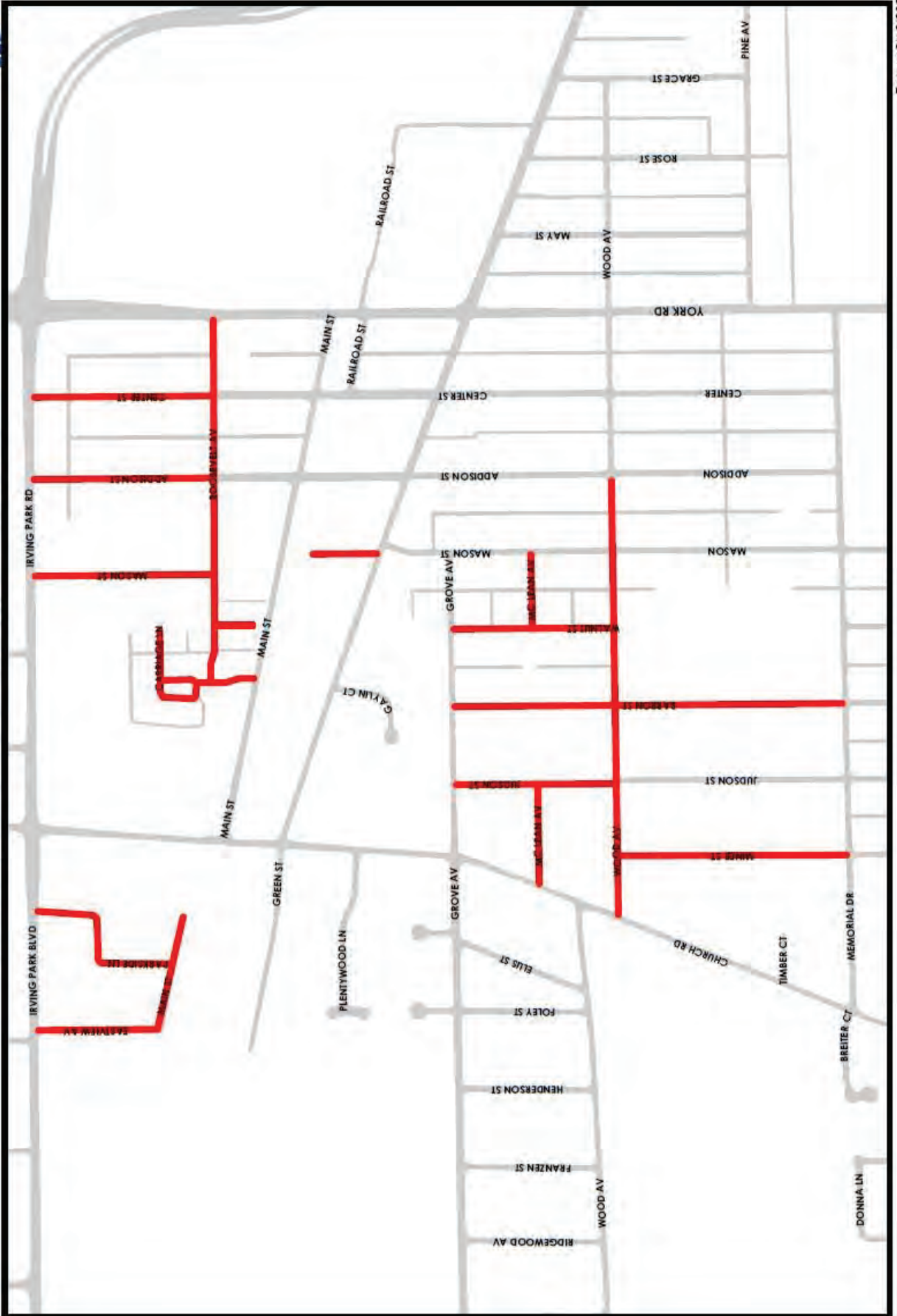
Village of Bartlett

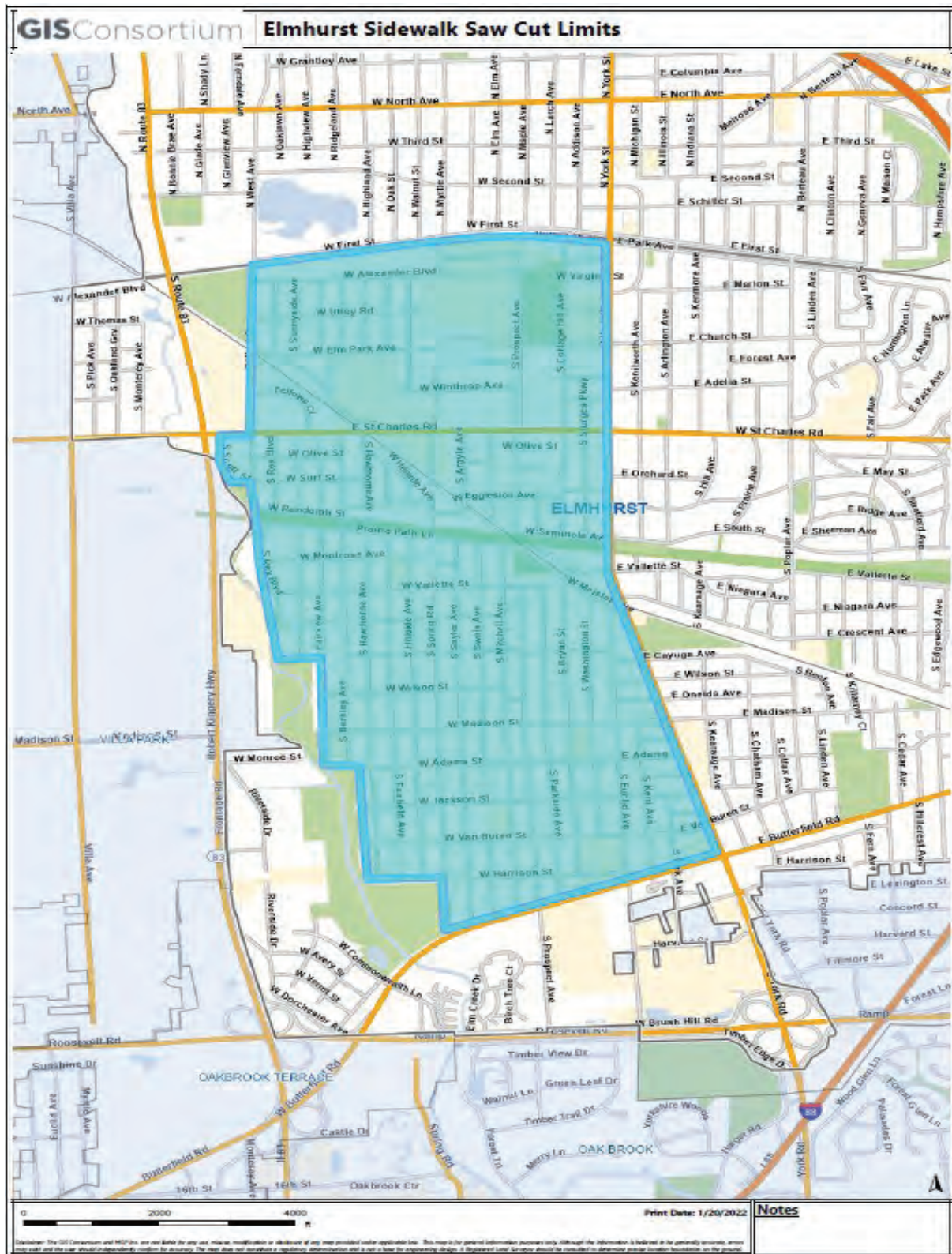




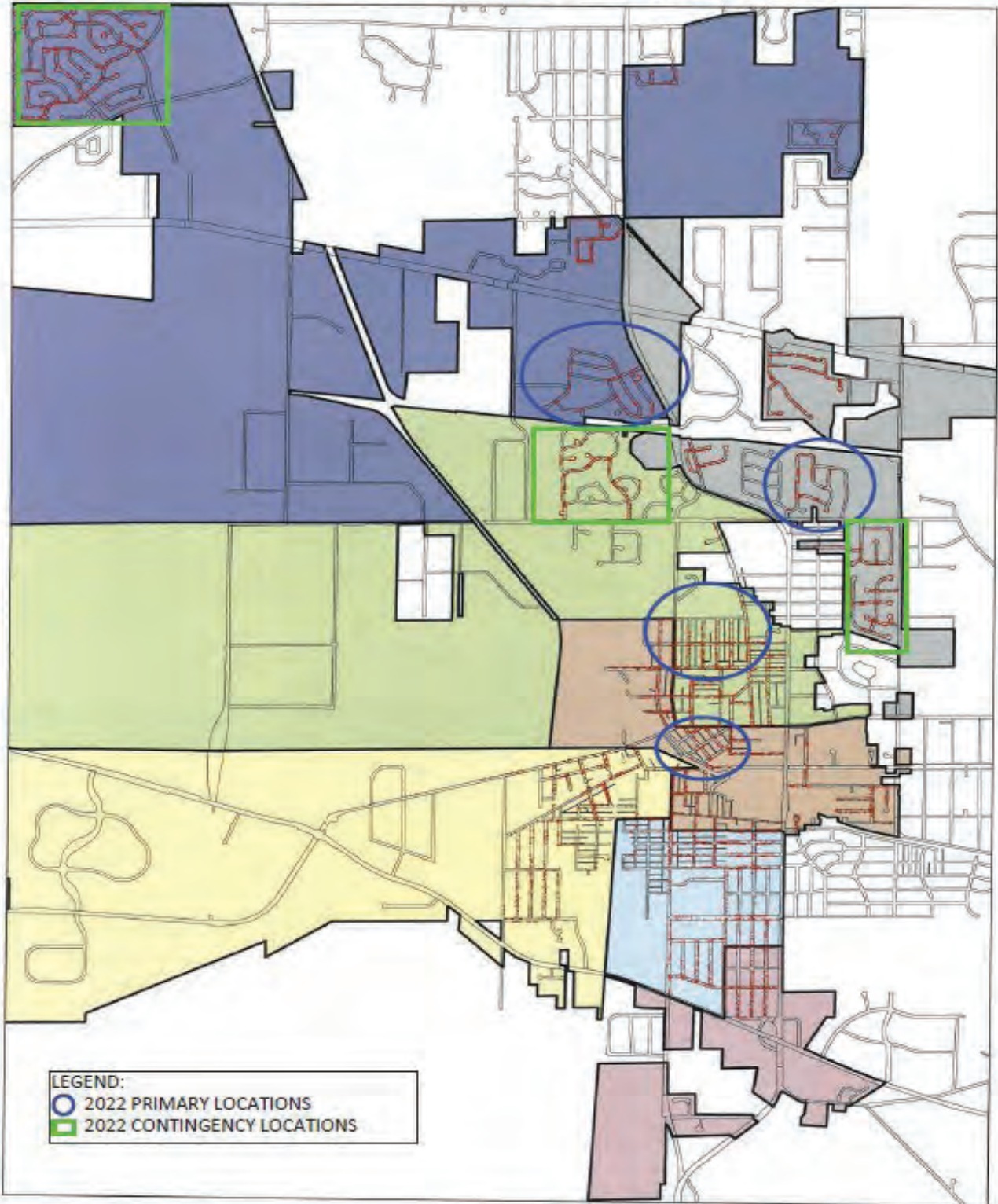
Village of Bensenville

2022 Sidewalk Cutting- Preliminary



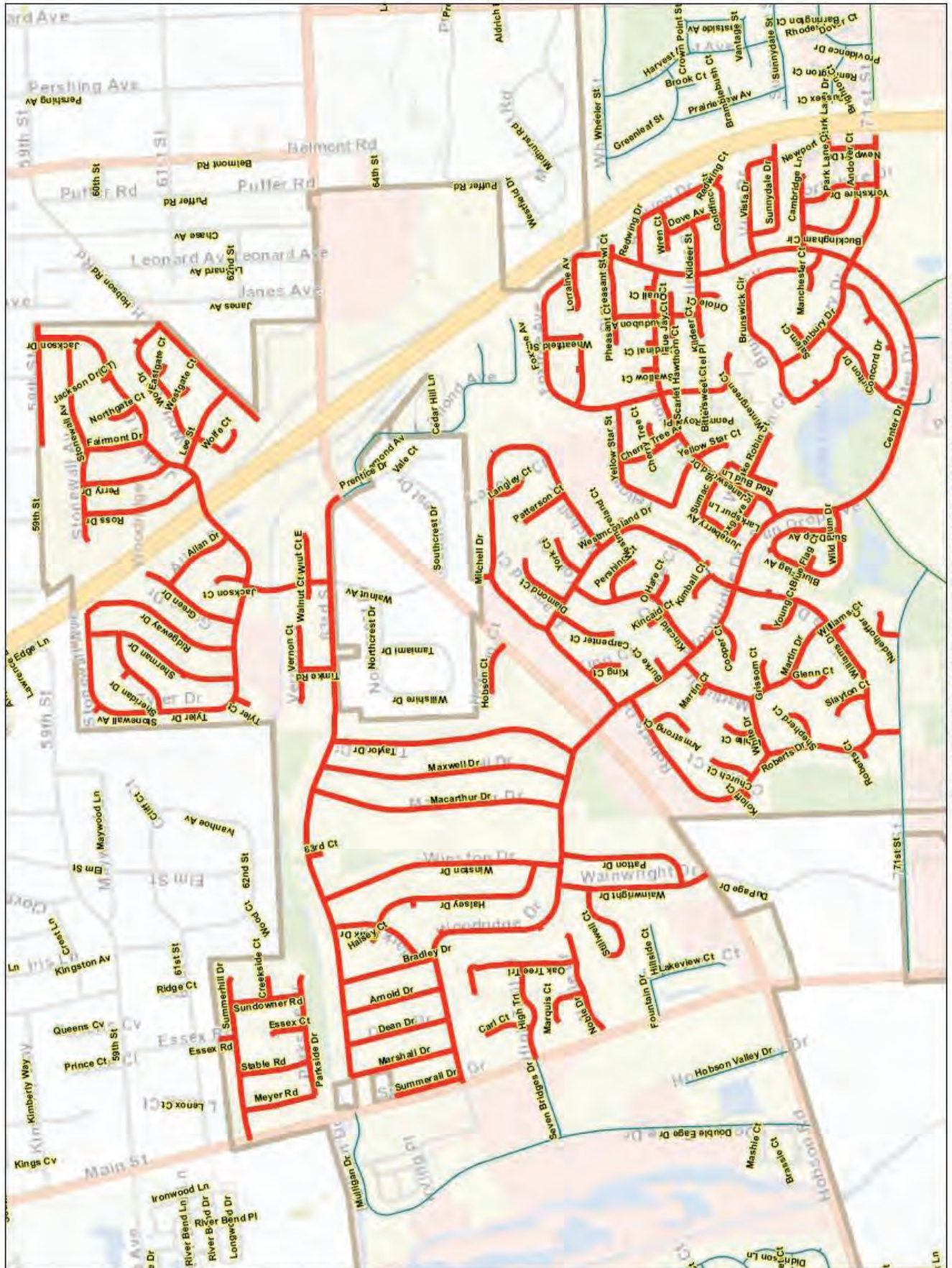


City of West Chicago 2022 MPI Sidewalk Saw Cutting Locations





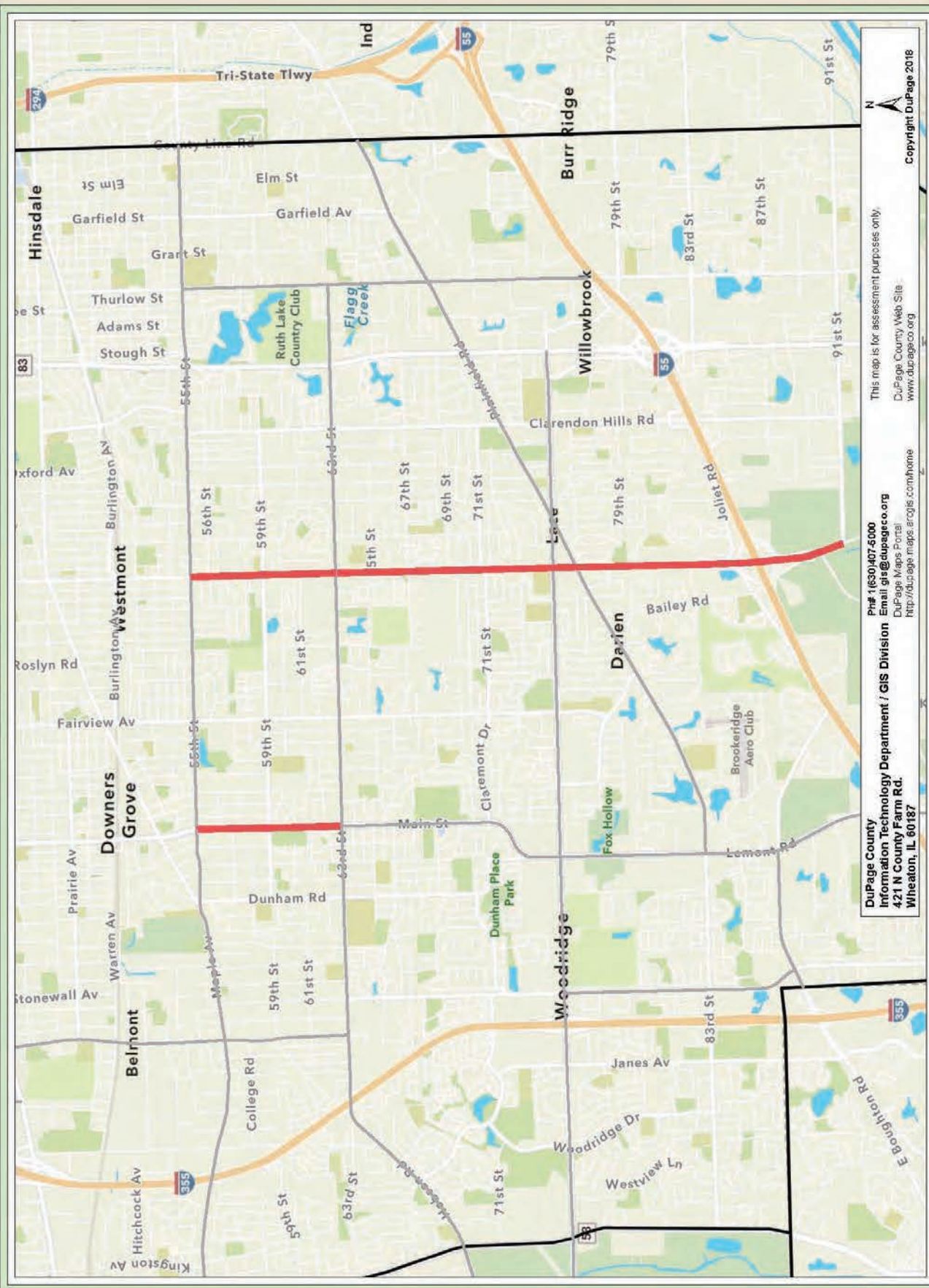
Village of Woodridge



1/24/2022

VILLAGE OF WOODRIDGE - SIDEWALK CUTTING 2022

DuDOT Sidewalk Cutting Requests
DuPage Web Mapping Application - DuPage County, Illinois



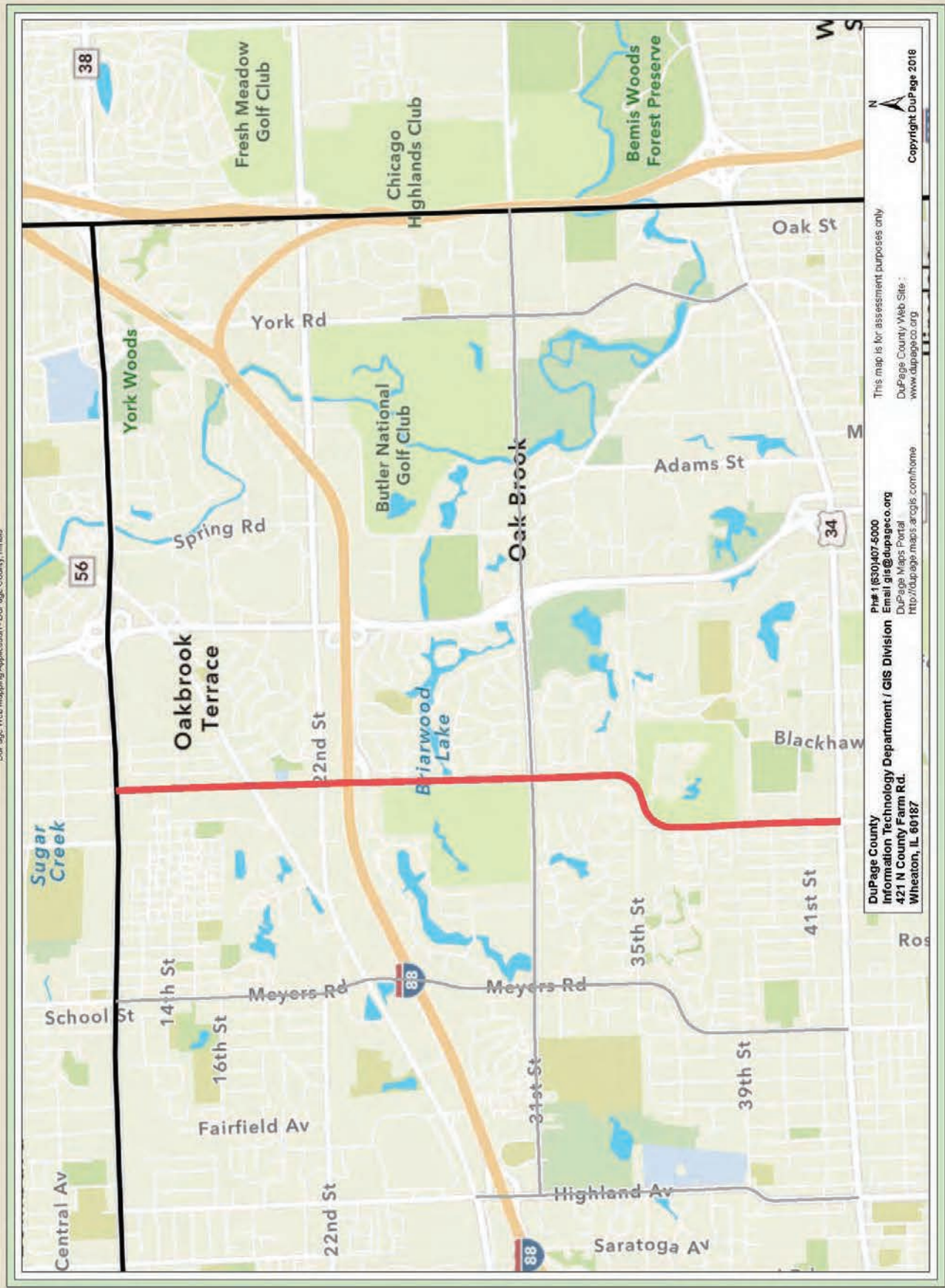
This map is for assessment purposes only.
DuPage County Web Site
www.dupage-co.org

DuPage County
Information Technology Department / GIS Division
421 N County Farm Rd.
Wheaton, IL 60187

Pin# 16304075000
Email git@dupageco.org
DuPage Maps Portal
<http://dupage.maps.arcgis.com/home>

Copyright DuPage 2018

DuDOT Sidewalk Cutting Requests
DuPage Web Mapping Application - DuPage County, Illinois



This map is for assessment purposes only.
DuPage County Web Site : www.dupage.co.org
Copyright DuPage 2018

Phone: 630.407.5000
Email: gis@dupageco.org
DuPage Maps Portal
<http://dupage.maps.arcgis.com/home>

DuPage County
Information Technology Department / GIS Division
421 N County Farm Rd.
Wheaton, IL 60187

APPENDIX C:

DOCUMENTS TO RETURN WITH BID SUBMISSION

(ATTACHED)

PERFORMANCE REFERENCE FORM

Please list below five (5) references for which your firm has performed similar work for municipalities as identified in Bidder Qualifications.

Municipality: City of Aurora
Address: 44 E Downer Place
City, State, Zip Code: Aurora, IL 60505
Contact Person/Telephone Number: Ian Wade 630-256-3237
Dates of Service /Awarded Amount: Oct-Dec 2021 \$33,687.50

Municipality: City of Crystal Lake
Address: 100 W Woodstock St.
City, State, Zip Code: Crystal Lake, IL 60014
Contact Person/Telephone Number: Kevin Lill 224-407-6146
Dates of Service/Awarded Amount: Oct- Nov 2021 \$48,300.00

Agency: Village of Downers Grove
Address: 5101 Walnut Ave.
City, State, Zip Code: Downers Grove, IL 60515
Contact Person/Telephone Number: Matt Stern 630-434-5463
Dates of Service/Awarded Amount: March-April 2021 \$57,118.11

Agency: Village of Palatine
Address: 148 W. Illinois Ave
City, State, Zip Code: Palatine, IL 60067
Contact Person/Telephone Number: Dan Neyfeldt 847-705-5200
Dates of Service/Awarded Amount: June 2021 - April 2022 \$85,500.00

Agency: Village of Wheeling
Address: 2 Community Blvd.
City, State, Zip Code: Wheeling, IL 60090
Contact Person/Telephone Number: Kevin Pelli 847-344-4255
Date of Service: June- July 2021 \$19,968.96

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer’s or employee’s official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States;
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (G) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (G) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(Please sign bid form indicating compliance)

Corrie B. Krula, President

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 3rd day of May, 2022.

Notary Public

**VILLAGE OF LOMBARD
BIDDER'S CERTIFICATION FORM
(BID PROPOSAL)**

The undersigned being an authorized representative of Hard Rock Concrete Cutters, Inc.,
(Name of Company)

(hereinafter the "Bidder") who has submitted a bid on a contract for RFB #2022-023 to the Village of Lombard, certifies that:

1. The Bidder is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-4 or 720 ILCS 5/33E-5 or of any similar statute of another state or of a federal statute containing the same or similar elements;

2. The Bidder will comply with all requirements of 29 CFR Part 1910 Permit Required Confined Spaces for General Industry. Special attention is drawn to Section 1910.146(c)(9), which provides as follows:

"In addition to complying with the permit space requirements that apply to all employers, each contractor who is retained to perform permit space entry operations shall:

- (i) Obtain any available information regarding permit space hazards and entry operations from the host employer;
- (ii) Coordinate entry operations with the host employer, when both host employer personnel and contractor personnel will be working in or near permit spaces, as required by paragraph (d)(11) of this section; and
- (iii) Inform the host employer of the permit space program that the contractor will follow and of any hazards confronted or created in permit spaces, either through a debriefing or during the entry operation." and

3. The Bidder will comply with 29CFR1926.650-652, Appendices A-F, Revised July 1, 1990 (Subpart P - Excavations).

By: _____
Authorized Agent of Bidder

<u>Corrie B. Krula, President</u>	<u>5/3/2022</u>
Print Name / Title	Date

Subscribed and sworn to
before me this 3rd
day of May, 2022.

Notary Public

The Village of Lombard reserves the right to reject any or all bids, and to waive technicalities in bidding. *Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Corrie B. Krula, being first duly sworn,

deposes and says that he is _____
Officer
(Partner, Officer, Owner, Etc.)

of _____
Hard Rock Concrete Cutters, Inc.
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract. The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Corrie B. Krula, President
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 3rd day of May, 2022.

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST

Hard Rock Concrete Cutters, Inc., hereby certifies that

it has conducted an investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of the Village of Lombard.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village may disqualify the bid.

Corrie B. Krula, President

(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 3rd day of May, 2022.

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

TAX COMPLIANCE AFFIDAVIT

Corrie B. Krula, being first duly sworn,

deposes and says that he/ she is a/ an Officer
(Partner, Officer, Owner, Etc.)

of Hard Rock Concrete Cutters, Inc.
(Name of Company)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Village of Lombard because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action

Corporate seal

Corrie B. Krula, President
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 3rd day of May, 2022.

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: N/A # Years in Business: _____

Address: _____ # Years used by Contractor: _____

State of Illinois Trade License # _____

Services provided by Sub-Contractor: _____

.....

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

State of Illinois Trade License # _____

.....

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

State of Illinois Trade License # _____

APPENDIX D:
NATIONAL SECURITY/USA PATRIOT ACT

RFB #2022-023

Pursuant to the requirements of the USA Patriot Act and applicable Presidential Executive Orders, CONTRACTOR represents and warrants to the Village of Lombard that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. CONTRACTOR further represents and warrants to the Village of Lombard that CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. CONTRACTOR hereby agrees to defend, indemnify and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Lombard elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representations and warranties.

CONTRACTOR further represents and warrants it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by the United States Treasury Department as a Specially Designated National and Blocked Person, or for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; and that CONTRACTOR is not engaged in this transaction directly or indirectly on behalf of or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity, or nation. CONTRACTOR hereby agrees to defend, indemnify, and hold harmless the Village of Lombard, its Corporate Authorities, and all Village of Lombard elected or appointed officials, officers, employees, agents, representative, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.

Hard Rock Concrete Cutters, Inc.

Print Company Name

Individual or Partnership _____ Corporation

This 3rd day of May, 2022.

By Sign Name

Corrie B. Krula

Print Name

President

Position/Title

APPENDIX E:
AGREEMENT ACCEPTANCE

RFB #2022-023
2022 SIDEWALK SAW CUTTING PROGRAM

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [*insert Municipality name*] ("Owner") this _____ day of _____, 20__.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: _____

Title: _____

APPENDIX F:
DUPAGE COUNTY VENDOR ETHICS DISCLOSURE

(ATTACHED)

Instructions

Vendor Ethics Disclosure Statement

This form is filed by contract; a separate disclosure form must be filed for every contract action or informational update.

Company Name: Name under which the contract is or will be awarded.

Company Contact & Phone: Individual to be contacted if necessary

"Bid/Contract/PO/Description" identifying County reference. If an identifying County number has not been issued, include a detailed description of the services or goods to be provided including dollar amount, time frame, etc.

Section: B Contribution

Recipient: identify recipient of contribution

Donor: name under which the contribution was made, identify relationship to contractor

Description: identify the nature of the contribution

Amount/Value: monetary value of the contribution and method of valuation

Date Made: date of contribution

Authorization:

Signature, Name and Title of individual/officer/agent legally authorized to sign on behalf of the contractor.

Date: date form was completed and signed.

Definitions

Vendor Ethics Disclosure Statement

Contribution – a gift, subscription, dues, loan, advance or deposit of money or anything of value, including services, knowingly received in connection with the nomination for election or election of any person to County office.

Gift – any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having a fair cash market value including but not limited to cash, food, drink.

Multi-year contracts – those contracts with a duration greater than 12 months, require annual updates, to be filed by the vendor with the user department, and forwarded to Procurement. The reporting period should be through December 31st of the current year, and received by the user department with 10 business days of that date

Prohibited Source – any person or entity who (i) is seeking official action by the Chairman, County Board member or in the case of an employee, by the employee or by the Chairman or County Board member, or another employee directing that employee; (ii) does business or seeks to do business with the Chairman, County Board member or employee (iii) conducts activities regulated by the Chairman, County Board member or employee (iv) has interests that may be substantially affected by the performance or non-performance of the official duties of the Chairman, County Board member or employee (v) is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act or the DuPage County Lobbyist Registration Act, except that an entity not otherwise a prohibited source does not become a prohibited source merely because a registered lobbyist is one of its member or serves on its board of directors (vi) is a Political Action Committee to which a prohibited source has



Required Vendor Ethics Disclosure Statement

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

Date: 5/3/2022

Bid/Contract/PO #: RFB 2022-23

Company Name: Hard Rock Concrete Cutters, Inc.	Company Contact: Corrie B. Krula
Contact Phone: 847-699-0010	Contact Email: corrie@hrcinc.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

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

- 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

Add Line	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
x			

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:

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

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

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

Authorized Signature

Printed Name

Corrie B. Krula

Title

President

Date

5/3/2022

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



Required Vendor Ethics Disclosure Statement (continued)

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

Signature _____

Date _____

Page _____ of _____

AGENDA MEMO
City Council
June 19, 2023

ISSUE STATEMENT

A [resolution](#) authorizing the purchase of one new 2023, Ford F-550 4x4 from Kunes Auto Group in the amount of \$197,809.26

AND

A [resolution](#) accepting a proposal from Monroe Truck Equipment, Inc. for the purchase of a dump body and snow plow equipment package, lighting accessories, and hydraulic controls, for the 2023, Ford F-550 4x4, in an amount not to exceed \$29,565.00.

BACKGROUND/HISTORY

The proposed vehicle and equipment package will be replacing Unit 111, a 2013, Ford F-550 truck with a 67.82 rating, see [Attachment A](#). The truck has approximately 50,000 miles and continues to have reliability concerns related to engine components, exhaust system and electrical system. The City Mechanic recommends replacement of the vehicle as in accordance with the policy and that the vehicle has surpassed the policy's replacement rating of 75 points. Please note while the service vehicle has low mileage, the idle time, (hours) is estimated to be the equivalent of approximately 90,000 miles.

The vehicle is used by the street department for normal daily use in the summer, and general hauling of materials. The truck is further utilized for snow plowing and deicing operations for cul-de-sacs water plants and Public Works and City Hall/Police Department facilities.

While Staff has been attempting to order the replacement vehicle for a year, production is very spotty and/or suspended. Staff has received a confirmation from Kunes Auto Group stating that Ford Motor Company has resumed production on a F-550 Cab and Chassis 4x4 as part of an inventory order. The vehicle is expected to be completed in September. The vehicle meets the specifications for the Department and Kunes Auto Group has agreed to allow the City of Darien to purchase.

The vehicle will also need minor upfitting and includes a service crane, snow plow equipment and additional emergency lighting. The components would be purchased through the National Joint Purchase Alliance Program, (NJPA) P, under Contract No 080114-MTE. The awarded vendor is Monroe Truck Equipment, Inc. see [Attachment B](#).

While the FY23/24 Budget does not include funding for this vehicle it is include within the 3-year plan FY25. See [Attachment C](#). An estimated cost for the vehicle was \$180,000 and the item will be over the budget estimate and would be adjusted for FY25. Staff has also been informed that a mandate for the next Tier engines will be increasing additional costs by \$15,000 to \$30,000. The three year budget will be adjusted for next year's budget. Funding for the abovementioned items would be expended from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	FY24/25	EXPENDITURE
01-30-4815	Capital Utility Truck Unit 111 Cab & Chassis	-0-	\$197,809.26	\$197,809.26
01-30-4815	Capital Utility Truck-Unit 111 Dump & Snow Plowing Equipment	N/A	\$ 29,565.00	\$ 29,565.00
01-30-4815	Capital Utility Truck Unit 111 Striping	N/A	\$ 750.00	\$ 750.00
TOTAL		N/A		\$228,124.26

STAFF RECOMMENDATION

Staff recommends approving a resolution authorizing the purchase of one new 2023, Ford F-550 4x4 from Kunes Auto Group in the amount of \$197,809.26

AND

A resolution accepting a proposal from Monroe Truck Equipment, Inc. for the purchase of a dump body and snow plow equipment package, lighting accessories, and hydraulic controls, for the 2023, Ford F-550 4x4, in an amount not to exceed \$29,565.00.

COMMITTEE RECOMMENDATION

Due to procedural protocol the Municipal Service Committee could not be rescheduled prior to the scheduled City Council Meeting due to the observance of the Juneteenth Holiday. Due to further timing, the agenda items will be placed on New Business.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the June 19, 2023, City Council New Business agenda for formal consideration.

10-31-21

MEMO

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	111	DEPARTMENT	STREET	DATE
MODEL YEAR	2013	MODEL	F550	11-19-22
CURRENT MILEAGE	44,093	CURRENT HOURS		
			MAXIMUM POINTS	VEHICLE SCORE
AGE				
	Department	STREET		
	Life Expectancy	12		
	Age as of Report Date	9		
	AGE: Meets Requirements		20	18
USAGE				
	MILES	44,093		
	HOURS			
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE: Meets Requirements		20	8.82
TYPE OF SERVICE				
	1-LIGHT DUTY			
	10-CRITICAL DUTY			
	SERVICE: Meets Requirements		15	15
RELIABILITY				
	RELIABILITY: Frequency or Visits for Service			
	RELIABILITY: Meets Requirements		15	9
MAINTENANCE AND REPAIR COSTS				
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE	120,000.00		
	LIFE TO DATE REPAIR COST	3,661.39		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	3.05%		

UNIT NO	111	DEPARTMENT	STREET	DATE
MODEL YEAR		MODEL		
CURRENT MILEAGE		CURRENT HOURS		
			MAXIMUM POINTS	VEHICLE SCORE
PERCENTAGES OF REPAIR POINTS	POINTS			
1 THROUGH 20	2			
21 THROUGH 40	4			
41 THROUGH 60	6			
61 THROUGH 80	8			
81 THROUGH 100	10			
	REPAIRS: Meets Requirements		10	2
CONDITION:				
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)			
	CONDITION: Meets Requirements		15	10
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5	5
TOTAL POINTS			100	67.82

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
111: 2013 FORD F-550 1FDUF5G72CEC99460										
	0000030301	2240	01/03	09/20/13	01/01	002		\$123.09	\$15.00	1.00
	09-57: HYDRAULIC SYS									
	0000030351	2336	01/01	10/31/13	08/03			\$0.00	\$30.00	0.00
	01-PME: PREV. MAINT.									
	0000030498	5088	01/01	04/30/14	08/03			\$0.00	\$30.00	0.00
	01-PME: PREV. MAINT.									
	0000030510	5616	01/01	05/08/14	08/01	002		\$57.05	\$30.00	2.00
	01-PMA: PREV. MAINT.									
	02-17: TIRES, TUBES, ETC			05/08/14	08/01	002		\$261.00	\$0.00	0.00
	0000030514	5692	01/03	05/13/14	01/01	002		\$27.04	\$15.00	1.00
	09-61: LIFT CYLINDER									
	0000030709	7844	01/01	10/28/14	08/03			\$0.00	\$30.00	0.00
	01-PME: PREV. MAINT.									
	0000030863	10930	01/01	04/29/15	08/03			\$0.00	\$30.00	0.00
	01-PME: PREV. MAINT.									
	0000030916	11995	01/03	06/11/15	08/01	002		\$57.05	\$15.00	1.00
	01-PMA: PREV. MAINT.									
	0000031006	13949	01/01	10/16/15	08/03			\$0.00	\$30.00	0.00
	01-PME: PREV. MAINT.									
	0000031095	17128	01/01	04/29/16	08/03			\$0.00	\$30.00	0.00
	01-PME: PREV. MAINT.									
	0000031175	20305	70/01	10/25/16	08/01	002		\$64.81	\$15.00	1.00
	01-PMA: PREV. MAINT.									
	0000031184	20071	70/01	10/28/16	08/03			\$0.00	\$30.00	0.00
	01-PME: PREV. MAINT.									
	0000031243	22858	01/03							

Repair Transaction Cost Detail 03

CITY OF DARIEN

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
111: 2013 FORD F-550 1FDUF5G72CEC99460										
	0000031243	22858	01/03	02/14/17	01/01	002		\$1,747.98	\$0.00	0.00
	02-17: TRES.TUBES,ETC									
	0000031323	23732	01/01	04/30/17	08/03			\$30.00	\$0.00	0.00
	01-PME: PREV. MAINT.									
	0000031340	23944	01/01	05/01/17	08/03			\$159.00	\$0.00	0.00
	01-PMA: PREV. MAINT.									
	0000031501	26472	01/02	10/11/17	01/01	002		\$103.08	\$30.00	2.00
	06-34: LIGHTING SYS									
	0000031519	26176	01/01	10/04/17	08/03			\$0.00	\$30.00	0.00
	01-PME: PREV. MAINT.									
	0000031663	28500	01/01	04/04/18	08/03			\$0.00	\$30.00	0.00
	01-PME: PREV. MAINT.									
	0000031688	28544	01/01	05/22/18	08/01	002		\$153.75	\$45.00	3.00
	03-10: WIPERS/WASHERS									
	0000031817	29950	01/01	10/01/18	08/03			\$0.00	\$30.00	0.00
	01-PME: PREV. MAINT.									
	0000031926	33010	01/01	04/12/19	01/01	TOM		\$268.45	\$185.85	4.50
	07-43: EXHAUST SYS									
	0000032006	33721	01/01	08/23/19	01/01	TOM		\$306.00	\$61.95	1.50
	06-35: BATTERY									
	0000032022	30145	01/01	10/01/19	08/03			\$0.00	\$40.50	0.00
	01-PME: PREV. MAINT.									
	0000032051	30145	01/01	10/17/19	08/01	TOM		\$476.82	\$247.80	6.00
	01-PMB: PREV. MAINT.									
	0000032130	36510	01/01	03/12/20	08/01	TOM		\$67.30	\$82.60	2.00
	01-PMA: PREV. MAINT.									

Equipment	Repair Order	Group-System	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
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111: 2013 FORD F-550 1FDUF5G72CEC99460

0000032211	01-PME: PREV. MAINT.		38401	01/01	07/08/20	08/01	TOM		\$0.00	\$10.33	0.25
0000032323	01-PME: PREV. MAINT.		40387	01/01	12/01/20	08/03			\$0.00	\$40.50	0.00
0000032399	07-48: EMISSION CONTRL		42029	01/01	03/12/21	01/01	TOM		\$9.88	\$165.20	4.00
	07-41: AIR INTAKE SYS				03/12/21	01/01	TOM		\$27.08	\$0.00	0.00
0000032418	02-17: TIRES, TUBES, ETC		42912	01/01	04/26/21	01/01	TOM		\$634.04	\$165.20	4.00
0000032596	01-PME: PREV. MAINT.		44093	01/01	10/31/21	08/03			\$40.50	\$0.00	0.00

Equipment -	111	Total	Part(\$)	Labor Cost	Hours
Grand Total			<u>\$4,613.92</u>	<u>\$1,464.93</u>	<u>33.25</u>

\$ 3,661.39

MEMO



BILL OF SALE

Salesperson: Your Friends at Kunes Country Ford of Ar

Purchaser:	Village of Darien	Phone:	
Co-Purchaser:		Phone:	
Street Address:	24 N Wisconsin St		
City:	Darien	State:	WI
Zip Code:	53114	County:	
Email Address:			

New Used Stock #: _____ Date of Order: 05/30/2023
 Finance Cash Lease Anticipated Delivery Date: 05/30/2023

	Year	Make	Model	Color	Miles	Vin Number
Purchased	2023	Ford	F-550 Chassis	White		
Trade In						
2nd Trade						

Other Conditions of Sale:

THE ORDERED VEHICLE MUST BE LOCATED
 Mileage on Delivery will not exceed: _____
 Desired trim, options, and color configuration agreed upon and attached to this buyers order.
Order Non-Cancelable and Deposit Non-Refundable if dealer locates vehicle and customer fails to take delivery of vehicle.

The appraisal of the trade in(s) is based on an odometer reading of up to _____ miles, and the trade in may be reappraised if it exceeds this limit.

No oral representations are binding unless written on this form. This document supersedes any prior agreements and representations, regarding the transaction.
USED VEHICLE ONLY: "The information you see on the window form for this vehicle is part of this contract. Information on window form overrides any contrary provisions in the contract of sale."
NO PUBLIC LIABILITY, PROPERTY DAMAGE, OR PHYSICAL DAMAGE INSURANCE ISSUED.

MSRP/Retail Price:	\$	\$225,000.00
Discount:	(\$	\$28,429.00)
Trade Allowance:	(\$	\$0.00)
Rebates:	(\$)
Cash Difference:	\$	\$196,571.00
Dealer Added Options:		
Nitro/Wheel Locks	\$	\$399.00
Transfer Fee	\$	\$300.00
	\$	
	\$	
	\$	
Subtotal w/ Added Options:	\$	\$197,270.00
Dealer Service Fee:	\$	\$347.26
State E-File Fee:	\$	
Sales Tax (%Tax Rate):	\$	\$0.00
Title/License Fees:	\$	\$192.00
Payoff:	\$	\$0.00
Total:	\$	\$197,809.26
Deposit on Order:	(\$)
Additional Cash Down Due:	(\$	\$0.00)
Amount Financed/Due:	\$	\$197,809.26

Purchaser Signature:		Date Signed:	05/30/2023	Time Signed:	09:42 AM	AM
Co-Purchaser Signature:		Date Signed:	05/30/2023	Time Signed:	09:42 AM	AM
Dealer Signature:		Date Signed:	05/30/2023	Time Signed:	09:42 AM	AM



628 W 10 1/4 Street
 Monroe, WI 53566
 Sales Rep: Marty Nelson
 Ph: (414) 322-2683
 www.MonroeTruck.com

J.O. #

Quotation ID: 9RON006601
 Date: 4/6/2023
 Valid thru: 5/6/2023
 Terms: NET 30
 Quoted by: Ron Schmid
 Ph/Fax: 608-324-5118 / 608-329-8521

Quoted to:

KUNES COUNTRY FORD (IL) (ATTN: AP'S PH 262-728-5544)
 104 RT 173
 ANTIOCH, IL 60002
 Ph: 847-395-3900 / Fax: 847-838-9206
 Email:

Chassis Information

Year: 2023	Make: FORD	Model: F-550	Chassis Color:	Cab Type: EXTENDED
Single/Dual: DRW	CA: 84.0	CT: -1.0	Wheelbase: 192.0	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

11' READING MODEL RM-45 MASTER MECHANIC PACKAGE

*****ROADSIDE COMPARTMENT CONFIGURATION*****

- STANDARD 44" SIDE HEIGHT
- FRONT VERTICAL COMPARTMENT: C-TECH DRAWER UNIT WITH (7) DRAWERS
- SECOND FRONT VERTICAL COMPARTMENT: (2) SHELVES
- HORIZONTAL COMPARTMENT: C-TECH BOLT BIN UNIT WITH (12) BINS
- REAR COMPARTMENT: (2) SHELVES

*****CURBSIDE COMPARTMENT CONFIGURATION*****

- 60" RAISED COMPARTMENT FIRST & SECOND VERTICAL
- FRONT VERTICAL COMPARTMENT: O/A TANK BRACKETS
- SECOND FRONT VERTICAL COMPARTMENT: TWO SHELVES
- HORIZONTAL COMPARTMENT: (1) SHELF
- REAR COMPARTMENT: CRANE CONTROLS

*****ADDITIONAL BODY OPTIONS *****

- SPRAY IN LINER ON COMPLETE LOADSPACE, TOP OF COMPARTMENTS, AND TOP OF BUMPER
- PAINTED READING WHITE
- QUICKMOUNT COMPRESSOR BRACKET (FRONT) & QUICKMOUNT WELDER BRACKET (REAR) ON ROADSIDE TOP OF COMPARTMENT, WELDER NOT INCLUDED IN PACKAGE
- (2) GRAB HANDLES MOUNTED ON REAR OF BODY
- (6) RECESSED D-RINGS IN LOADSPACE
- 51" HEADACHE RACK
- MANUAL MASTERLOCKS
- 21" WORKBENCH BUMPER WITH 20K TOW PACKAGE
- HOSE REEL WITH 50' OF 1/2" AIR HOSE MOUNTED IN CRANE COMPARTMENT
- AIR SYSTEM FILTER / LUBRICATOR/ REGULATOR MOUNTED IN CRANE COMPARTMENT

*****PALFINGER MODEL PSC 8029H HYDRAULIC CRANE**

- 8,000 LBS CAPACITY
- 43,000 LBS. RATED LIFTING MOMENT
- HYDRAULIC BOOM EXTENSION
- 400 DEGREE ROTATION
- 12V DC POWER SUPPLY
- 29' MAX EXTENSION
- 7/16" X 120' CABLE SIZE
- HYDRAULIC OUTRIGGERS
- BOOM TIP LIGHTS
- MOUNTED ON CURBSIDE OF TRUCK

*****VANAIR RC40 HYDRAULIC RECIPROCATING AIR COMPRESSOR**



Description	Amount
-------------	--------

- 40 CFM WITH 150 MAX PSI
- AIR PRESSURE RELIEF SAFETY VALVE
- AUTOMATIC BLOW DOWN ON SHUTDOWN
- HYDRAULIC OIL PRESSURE RELIEF VALVE
- COLD WEATHER PACKAGE
- 10 GALLON AIR TANK
- INSTALLED ON ROADSIDE FRONT OF BODY

RM45 LIGHTING/ELECTRICAL

- (2) AMBER LED STROBES MOUNTED IN FRONT GRILLE AREA WIRED TO UPFITTER SWITCH IN CAB
- (4) LED SWIVELING WORK LIGHTS, (2) ON REAR COMPARTMENTS & (2) ON HEADACHE RACK
- BACKUP ALARM
- 7 WAY RV FLAT TRAILER PLUG

***READING INSTALLED - CLAREMORE, OK

***MTE TO ARRANGE PICKUP & DELIVERY

***Due to current market conditions, pricing is subject to change at time of upfit.

Additional Options:

Description	Amount	Add to quote? Yes / No
-------------	--------	---------------------------

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO		41408	
Customer Signature:				Date of Acceptance:	





Preview Order Y901 - X5H 4x4 Super Chas Cab DRW: Order Summary Time of Preview: 05/30/2023 09:40:33 Receipt: 2/8/2023

Dealership Name: Kunes Country Ford of Antioch, Inc.

Sales Code : F41408

Dealer Rep. tony walus	Type Fleet	Vehicle Line Superduty	Order Code Y901
Customer Name Stock	Priority Code C1	Model Year 2023	Price Level 340

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 SUPERCAB CHAS CAB/192	\$56805	FRONT LICENSE PLATE BRACKET	\$0
192 INCH WHEELBASE	\$0	PLATFORM RUNNING BOARDS	\$445
OXFORD WHITE	\$0	FORD PRO UPFIT INTEGR REMOVAL	\$-400
VINYL 40/20/40 SEATS	\$0	18000# GVWR PACKAGE	\$0
MEDIUM DARK SLATE	\$0	ENGINE BLOCK HEATER	\$100
PREFERRED EQUIPMENT PKG.660A	\$0	50 STATE EMISSIONS	\$0
.XL TRIM	\$0	SNOW PLOW PREP PACKAGE	\$250
.AIR CONDITIONING -- CFC FREE	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
.AM/FM STEREO MP3/CLK	\$0	410 AMP ALTERNATOR	\$0
6.7L POWER STROKE V8 DIESEL	\$9995	DUAL BATTERY	\$0
10-SPEED AUTO TORQSHIFT	\$0	REAR VIEW CAMERA & PREP KIT	\$415
225/70R19.5G BSW MAX TRAC TIRE	\$215	FUEL CHARGE	\$0
4.10 RATIO LIMITED SLIP AXLE	\$395	PRICED DORA	\$0
RAPID HEAT SUPPLEMENTAL HEATER	\$250	ADVERTISING ASSESSMENT	\$0
JOB #2 ORDER	\$0	DESTINATION & DELIVERY	\$1895
CV LOT MANAGEMENT	\$0		
TOTAL BASE AND OPTIONS			MSRP \$70365
DISCOUNTS			NA
TOTAL			\$70365

ORDERING FIN: ST999 **END USER FIN:** ST999

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date



812 Draper Avenue
 Joliet, IL 60432
 Sales Rep: Tom Markel
 Ph: (331) 229-0744
 www.MonroeTruck.com

J.O. #

Quotation ID: 4BD0006028
 Date: 5/30/2023
 Valid thru: 6/29/2023
 Terms: NET 30
 Quoted by: Bob Drews
 Ph/Fax: 815-280-4237 / 815-727-5429

Quoted to:

DARIEN PUBLIC WORKS (IL) (ATTN: KRIS THROM)
 1041 S FRONTAGE RD
 DARIEN, IL 60561
 Ph: 630-887-0008 / Fax: 630-887-0091
 Email: kthrom@darienil.gov

MECHANIC'S TRUCK

Chassis Information

Year: 2023	Make: FORD	Model: F-550	Chassis Color:	Cab Type: EXTENDED
Single/Dual: DRW	CA: 84.0	CT: -1.0	Wheelbase: 192.0	Engine: DIESEL
			F.O. Number #:	Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
10' BOSS HEAVY DUTY STEEL STRAIGHT BLADE SNOWPLOW - SMARTHITCH 2 - JOYSTICK CONTROLLER - SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY - SMARTSHIELD - HIGH-PERFORMANCE HYDRAULIC PACKAGE - ENCLOSED HYDRAULICS - CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM - HEAVY-DUTY PUSH FRAME - REINFORCED STEEL MOLDBOARD - CAST-IRON PLOW SHOES - RUBBER SNOW DEFLECTOR - INSTALLED - TWO-YEAR LIMITED WARRANTY	\$9,924.00
SPRAY LINER (BLACK) OF THE ENTIRE INSIDE OF EACH COMPARTMENT	\$5,364.00
LIGHTS & ELECTRICAL: - (4) SUPERIOR SIGNAL L.E.D. SURFACE MOUNTED LIGHTS ON REAR OF SERVICE BODY (COMBINATION AMBER/CLEAR IN EACH LIGHT MODULE) - (2) SUPERIOR SIGNAL L.E.D. SURFACE MOUNTED LIGHTS ON EACH SIDE OF SERVICE BODY (ONE PER SIDE) - COMBINATION AMBER/CLEAR IN EACH LIGHT MODULE - SIDE MIRROR FLASH PROTECTION FROM STROBES MOUNTED ON THE SIDES - WHELEN L.E.D. MINI JUSTICE LIGHT BAR WITH CLEAR L.E.D. TAKE-DOWN AND ALLEY LIGHTS - MINI LIGHT BAR MOUNTED ON TOP OF HEADACHE RACK EXTENDING FORWARD OVER CAB - ECCO L.E.D. AMBER ARROW STICK MOUNTED BELOW TAILGATE ABOVE BUMPER W/ GUARD	\$6,290.00
HYDRAULIC TOOL CIRCUIT - SELECTOR VALVE - IN-LINE VALVE RELIEF W/ ADJUSTMENT - HYDRAULIC HOSE REEL WITH SPRING REWIND - 50' OF TWIN 1/2" HOSE W/ HOSE STOP - HOSE REEL MOUNTED ON REAR BUMPER ON PASSENGER SIDE	\$4,801.00
GENERAC GENERATOR (MODEL 7686) - 420 CC GASOLINE ENGINE W/ 8 GALLON TANK - 8,000 WATTS CONTINUOUS - 10,000 WATTS SURGE - 120/240 AC VOLTAGE - 66.6/33.3 AMPERAGE - ELECTRIC/RECOIL STARTING W/ BATTERY - MOUNTED DIRECTLY TO TOP OF COMPARTMENT ON DRIVER'S SIDE REAR	\$2,284.00
WILTON COMBINATION VISE - MOUNTED ON DRIVER'S SIDE OF REAR BUMPER W/ 1/2" PLATE REINFORCEMENT	\$902.00



Description	Amount
- 6" JAW WIDTH	
- 6" MAX OPENING	
- 3.5" THROAT DEPTH	
- PIPE JAW	
- SWIVEL BASE	
	Quote Total: \$29,565.00

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	



From: Bryon Vana
To: Dan Gombac
Date: Monday, June 12, 2023 11:36:40 AM

Truck #111 - Ford F-550 Body w Crane - Sign Truck FYE 25-- \$180,000

Bryon Vana

City Administrator
1702 Plainfield Road, Darien, IL 60561
Email: bvana@darienil.gov

Office: (630) 353-8114 | **Mobile:** (630) 514-1251

Connect with the City of Darien!



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW 2023, FORD F-550 4X4 FROM KUNES AUTO GROUP IN THE AMOUNT OF \$197,809.26

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 purchase of one new 2023, Ford F-550 4x4 from Kunes Auto Group in the amount of \$197,809.26, 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 19th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



BILL OF SALE

Salesperson: Your Friends at Kunes Country Ford of Ar

Purchaser:	Village of Darien	Phone:	
Co-Purchaser:		Phone:	
Street Address:	24 N Wisconsin St		
City:	Darien	State:	WI
Zip Code:	53114	County:	
Email Address:			

New Used Stock #: _____ Date of Order: 05/30/2023
 Finance Cash Lease Anticipated Delivery Date: 05/30/2023

	Year	Make	Model	Color	Miles	Vin Number
Purchased	2023	Ford	F-550 Chassis	White		
Trade In						
2nd Trade						

Other Conditions of Sale:

THE ORDERED VEHICLE MUST BE LOCATED
 Mileage on Delivery will not exceed: _____
 Desired trim, options, and color configuration agreed upon and attached to this buyers order.
Order Non-Cancelable and Deposit Non-Refundable if dealer locates vehicle and customer fails to take delivery of vehicle.

The appraisal of the trade in(s) is based on an odometer reading of up to _____ miles, and the trade in may be reappraised if it exceeds this limit.

No oral representations are binding unless written on this form. This document supersedes any prior agreements and representations, regarding the transaction.
USED VEHICLE ONLY: "The information you see on the window form for this vehicle is part of this contract. Information on window form overrides any contrary provisions in the contract of sale."
NO PUBLIC LIABILITY, PROPERTY DAMAGE, OR PHYSICAL DAMAGE INSURANCE ISSUED.

MSRP/Retail Price:	\$	\$225,000.00
Discount:	(\$	\$28,429.00)
Trade Allowance:	(\$	\$0.00)
Rebates:	(\$)
Cash Difference:	\$	\$196,571.00
Dealer Added Options:		
Nitro/Wheel Locks	\$	\$399.00
Transfer Fee	\$	\$300.00
	\$	
	\$	
	\$	
Subtotal w/ Added Options:	\$	\$197,270.00
Dealer Service Fee:	\$	\$347.26
State E-File Fee:	\$	
Sales Tax (%Tax Rate):	\$	\$0.00
Title/License Fees:	\$	\$192.00
Payoff:	\$	\$0.00
Total:	\$	\$197,809.26
Deposit on Order:	(\$)
Additional Cash Down Due:	(\$	\$0.00)
Amount Financed/Due:	\$	\$197,809.26

Purchaser Signature:		Date Signed:	05/30/2023	Time Signed:	09:42 AM	AM
Co-Purchaser Signature:		Date Signed:	05/30/2023	Time Signed:	09:42 AM	AM
Dealer Signature:		Date Signed:	05/30/2023	Time Signed:	09:42 AM	AM



628 W 10 1/4 Street
 Monroe, WI 53566
 Sales Rep: Marty Nelson
 Ph: (414) 322-2683
 www.MonroeTruck.com

J.O. #

Quotation ID: 9RON006601
 Date: 4/6/2023
 Valid thru: 5/6/2023
 Terms: NET 30
 Quoted by: Ron Schmid
 Ph/Fax: 608-324-5118 / 608-329-8521

Quoted to:

KUNES COUNTRY FORD (IL) (ATTN: AP'S PH 262-728-5544)
 104 RT 173
 ANTIOCH, IL 60002
 Ph: 847-395-3900 / Fax: 847-838-9206
 Email:

Chassis Information

Year: 2023	Make: FORD	Model: F-550	Chassis Color:	Cab Type: EXTENDED
Single/Dual: DRW	CA: 84.0	CT: -1.0	Wheelbase: 192.0	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

11' READING MODEL RM-45 MASTER MECHANIC PACKAGE

*****ROADSIDE COMPARTMENT CONFIGURATION*****

- STANDARD 44" SIDE HEIGHT
- FRONT VERTICAL COMPARTMENT: C-TECH DRAWER UNIT WITH (7) DRAWERS
- SECOND FRONT VERTICAL COMPARTMENT: (2) SHELVES
- HORIZONTAL COMPARTMENT: C-TECH BOLT BIN UNIT WITH (12) BINS
- REAR COMPARTMENT: (2) SHELVES

*****CURBSIDE COMPARTMENT CONFIGURATION*****

- 60" RAISED COMPARTMENT FIRST & SECOND VERTICAL
- FRONT VERTICAL COMPARTMENT: O/A TANK BRACKETS
- SECOND FRONT VERTICAL COMPARTMENT: TWO SHELVES
- HORIZONTAL COMPARTMENT: (1) SHELF
- REAR COMPARTMENT: CRANE CONTROLS

*****ADDITIONAL BODY OPTIONS *****

- SPRAY IN LINER ON COMPLETE LOADSPACE, TOP OF COMPARTMENTS, AND TOP OF BUMPER
- PAINTED READING WHITE
- QUICKMOUNT COMPRESSOR BRACKET (FRONT) & QUICKMOUNT WELDER BRACKET (REAR) ON ROADSIDE TOP OF COMPARTMENT, WELDER NOT INCLUDED IN PACKAGE
- (2) GRAB HANDLES MOUNTED ON REAR OF BODY
- (6) RECESSED D-RINGS IN LOADSPACE
- 51" HEADACHE RACK
- MANUAL MASTERLOCKS
- 21" WORKBENCH BUMPER WITH 20K TOW PACKAGE
- HOSE REEL WITH 50' OF 1/2" AIR HOSE MOUNTED IN CRANE COMPARTMENT
- AIR SYSTEM FILTER / LUBRICATOR/ REGULATOR MOUNTED IN CRANE COMPARTMENT

*****PALFINGER MODEL PSC 8029H HYDRAULIC CRANE**

- 8,000 LBS CAPACITY
- 43,000 LBS. RATED LIFTING MOMENT
- HYDRAULIC BOOM EXTENSION
- 400 DEGREE ROTATION
- 12V DC POWER SUPPLY
- 29' MAX EXTENSION
- 7/16" X 120' CABLE SIZE
- HYDRAULIC OUTTRIGGERS
- BOOM TIP LIGHTS
- MOUNTED ON CURBSIDE OF TRUCK

*****VANAIR RC40 HYDRAULIC RECIPROCATING AIR COMPRESSOR**



Description	Amount
-------------	--------

- 40 CFM WITH 150 MAX PSI
- AIR PRESSURE RELIEF SAFETY VALVE
- AUTOMATIC BLOW DOWN ON SHUTDOWN
- HYDRAULIC OIL PRESSURE RELIEF VALVE
- COLD WEATHER PACKAGE
- 10 GALLON AIR TANK
- INSTALLED ON ROADSIDE FRONT OF BODY

RM45 LIGHTING/ELECTRICAL

- (2) AMBER LED STROBES MOUNTED IN FRONT GRILLE AREA WIRED TO UPFITTER SWITCH IN CAB
- (4) LED SWIVELING WORK LIGHTS, (2) ON REAR COMPARTMENTS & (2) ON HEADACHE RACK
- BACKUP ALARM
- 7 WAY RV FLAT TRAILER PLUG

***READING INSTALLED - CLAREMORE, OK

***MTE TO ARRANGE PICKUP & DELIVERY

***Due to current market conditions, pricing is subject to change at time of upfit.

Additional Options:

Description	Amount	Add to quote? Yes / No
-------------	--------	---------------------------

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. Out-of-state municipal entities may be subject to Wisconsin sales tax.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO		41408	
Customer Signature:				Date of Acceptance:	





Preview Order Y901 - X5H 4x4 Super Chas Cab DRW: Order Summary Time of Preview: 05/30/2023 09:40:33 Receipt: 2/8/2023

Dealership Name: Kunes Country Ford of Antioch, Inc.

Sales Code : F41408

Dealer Rep. tony walus	Type Fleet	Vehicle Line Superduty	Order Code Y901
Customer Name Stock	Priority Code C1	Model Year 2023	Price Level 340

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F550 4X4 SUPERCAB CHAS CAB/192	\$56805	FRONT LICENSE PLATE BRACKET	\$0
192 INCH WHEELBASE	\$0	PLATFORM RUNNING BOARDS	\$445
OXFORD WHITE	\$0	FORD PRO UPFIT INTEGR REMOVAL	\$-400
VINYL 40/20/40 SEATS	\$0	18000# GVWR PACKAGE	\$0
MEDIUM DARK SLATE	\$0	ENGINE BLOCK HEATER	\$100
PREFERRED EQUIPMENT PKG.660A	\$0	50 STATE EMISSIONS	\$0
.XL TRIM	\$0	SNOW PLOW PREP PACKAGE	\$250
.AIR CONDITIONING -- CFC FREE	\$0	40 GAL AFT OF AXLE FUEL TNK	\$0
.AM/FM STEREO MP3/CLK	\$0	410 AMP ALTERNATOR	\$0
6.7L POWER STROKE V8 DIESEL	\$9995	DUAL BATTERY	\$0
10-SPEED AUTO TORQSHIFT	\$0	REAR VIEW CAMERA & PREP KIT	\$415
225/70R19.5G BSW MAX TRAC TIRE	\$215	FUEL CHARGE	\$0
4.10 RATIO LIMITED SLIP AXLE	\$395	PRICED DORA	\$0
RAPID HEAT SUPPLEMENTAL HEATER	\$250	ADVERTISING ASSESSMENT	\$0
JOB #2 ORDER	\$0	DESTINATION & DELIVERY	\$1895
CV LOT MANAGEMENT	\$0		
TOTAL BASE AND OPTIONS			MSRP \$70365
DISCOUNTS			NA
TOTAL			\$70365

ORDERING FIN: ST999 **END USER FIN:** ST999

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT, INC. FOR THE PURCHASE OF A DUMP BODY AND SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2023, FORD F-550 4X4, IN AN AMOUNT NOT TO EXCEED \$29,565.00

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 accepts a proposal from Monroe Truck Equipment, Inc. for the purchase of a dump body and snow plow equipment package, lighting accessories, and hydraulic controls, for the 2023, Ford F-550 4x4, in an amount not to exceed \$29,565.00, 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 19th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



812 Draper Avenue
Joliet, IL 60432
Sales Rep: Tom Markel
Ph: (331) 229-0744
www.MonroeTruck.com

Quotation ID: 48D0006028
Date: 5/30/2023
Valid thru: 6/29/2023
Terms: NET 30
Quoted by: Bob Drews
Ph/Fax: 815-280-4237 / 815-727-5429



Quoted to:
DARIEN PUBLIC WORKS (IL) (ATTN: KRIS THROM)
1041 S FRONTAGE RD
DARIEN, IL 60561
Ph: 630-887-0008 / **Fax:** 630-887-0091
Email: kthrom@darienil.gov

MECHANIC'S TRUCK

Chassis Information

Year: 2023	Make: FORD	Model: F-550	Chassis Color:	Cab Type: EXTENDED
Single/Dual: DRW	CA: 84.0	CT: -1.0	Wheelbase: 192.0	Engine: DIESEL
			F.O. Number #:	Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
10' BOSS HEAVY DUTY STEEL STRAIGHT BLADE SNOWPLOW - SMARTHITCH 2 - JOYSTICK CONTROLLER - SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY - SMARTSHIELD - HIGH-PERFORMANCE HYDRAULIC PACKAGE - ENCLOSED HYDRAULICS - CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM - HEAVY-DUTY PUSH FRAME - REINFORCED STEEL MOLDBOARD - CAST-IRON PLOW SHOES - RUBBER SNOW DEFLECTOR - INSTALLED - TWO-YEAR LIMITED WARRANTY	\$9,924.00
SPRAY LINER (BLACK) OF THE ENTIRE INSIDE OF EACH COMPARTMENT	\$5,364.00
LIGHTS & ELECTRICAL: - (4) SUPERIOR SIGNAL L.E.D. SURFACE MOUNTED LIGHTS ON REAR OF SERVICE BODY (COMBINATION AMBER/CLEAR IN EACH LIGHT MODULE) - (2) SUPERIOR SIGNAL L.E.D. SURFACE MOUNTED LIGHTS ON EACH SIDE OF SERVICE BODY (ONE PER SIDE) - COMBINATION AMBER/CLEAR IN EACH LIGHT MODULE - SIDE MIRROR FLASH PROTECTION FROM STROBES MOUNTED ON THE SIDES - WHELEN L.E.D. MINI JUSTICE LIGHT BAR WITH CLEAR L.E.D. TAKE-DOWN AND ALLEY LIGHTS - MINI LIGHT BAR MOUNTED ON TOP OF HEADACHE RACK EXTENDING FORWARD OVER CAB - ECCO L.E.D. AMBER ARROW STICK MOUNTED BELOW TAILGATE ABOVE BUMPER W/ GUARD	\$6,290.00
HYDRAULIC TOOL CIRCUIT - SELECTOR VALVE - IN-LINE VALVE RELIEF W/ ADJUSTMENT - HYDRAULIC HOSE REEL WITH SPRING REWIND - 50' OF TWIN 1/2" HOSE W/ HOSE STOP - HOSE REEL MOUNTED ON REAR BUMPER ON PASSENGER SIDE	\$4,801.00
GENERAC GENERATOR (MODEL 7686) - 420 CC GASOLINE ENGINE W/ 8 GALLON TANK - 8,000 WATTS CONTINUOUS - 10,000 WATTS SURGE - 120/240 AC VOLTAGE - 66.6/33.3 AMPERAGE - ELECTRIC/RECOIL STARTING W/ BATTERY - MOUNTED DIRECTLY TO TOP OF COMPARTMENT ON DRIVER'S SIDE REAR	\$2,284.00
WILTON COMBINATION VISE - MOUNTED ON DRIVER'S SIDE OF REAR BUMPER W/ 1/2" PLATE REINFORCEMENT	\$902.00



Description	Amount
- 6" JAW WIDTH	
- 6" MAX OPENING	
- 3.5" THROAT DEPTH	
- PIPE JAW	
- SWIVEL BASE	
	Quote Total: \$29,565.00

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	



AGENDA MEMO
City Council
June 19, 2023

ISSUE STATEMENT

Approval of a [resolution](#), Change Order No 1, for the purchase and delivery of new Unilock Hollandstone Pavers from Illinois Landscape Supply, LLC, for the Clock Tower Project in an amount not to exceed \$11,108 (net city expense of \$608 after \$10,500 in credit/donations)

AND

Approval of a [resolution](#), Change Order No 2, for the purchase and installation of a low voltage, lighting system from Terrain Landscaping, Inc, for the Clock Tower Project in an amount not to exceed \$12,000

BACKGROUND

On May 1, 2023 the City Council approved a resolution for the Darien Clock Tower Maintenance Project at the northeast corner of Plainfield and Cass Ave in the amount of \$74,875.00. The project, 70% complete, was approved to be over budget by \$14,875. With the new wall system in place it became noticeable that the existing pavers do not match with the color and shape of the walls.

Staff developed an alternative to improve the aesthetics of the project by utilizing an alternate paver. Staff contacted Unilock for a discounted paver overrun stock that would meet or exceed matching characteristics of the wall. Unfortunately, there was not enough inventory to complete the project.

Staff reached out to several members of the Business Community regarding financial contributions to the Clock Tower improvement. The following businesses know the importance of this legacy project and offered contributions of:

- Austin Highland Development-Mark Morrissey-Developer of Darien Pointe \$1,500
- Brookhaven Market Place-John Manos-Principal of Brookhaven Plaza and Developer of the NW Corner of Cass Ave and Plainfield Rd \$1,500
- Patio Restaurants, John Koliopoulos \$2,000
- Christopher B. Burke Engineering, Dr. Christopher B. Burke \$1,000
- Terrain Landscaping, Inc Terrain Landscaping, Inc \$1,000

Tim Ascolani, President of Terrain Landscaping, Inc, and a Darien resident, has agreed to provide a \$3,500 salvage credit for the old pavers in addition to the \$1,000 contribution towards the pavers. The contract called out for the removal of the existing pavers, reestablishing the base, paver cleaning and resetting and sanding. The pavers would be purchased through Illinois Landscape Supply, LLC, the awarded vendor for the clock tower and Terrain Landscaping would be setting them.

The second change order is for the low voltage lighting. The lighting system requires additional upgrading then originally included in the contract. During the demolition of the wall the electrician

and Terrain Landscape identified that several of the fixtures were no longer working or available. In addition, over the years additional lighting was added consisting of halogen flood lights and non-commercial landscape lighting within the bases of the water feature. Upon review the electrician identified that the existing lighting fixtures and controller need to be upgraded to a uniform low voltage LED system. Staff met with Cascade Lighting’s manufacture representative on June 13, to determine the optimal solution to enhance the lighting and create an inviting ambiance. The product line is for a commercial setting and has the ability to provide holiday lighting themes, or change various colors through a remote control. Additional upgraded lighting has also been included for the pathway. The proposal for the lighting update is for an amount not to exceed \$12,000. (Staff is waiting for supplemental information and that will be provided prior to City Council meeting as additional documents, Low Voltage Lighting, Clocktower and Pathway Lighting).

The proposed expenditure would be expended from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY23/24 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4223	Maintenance – Clock Tower Paver, Fountain Resetting	\$40,000	\$54,875	(\$14,875)
01-30-4223	Maintenance – Clock Tower Electrical, Lighting Upgrade	\$20,000	\$20,000	\$ 0
TOTALS		\$60,000	\$74,875	(\$14,875)
01-30-4223	Clock Tower-Pavers-Change Order No1	-0-	\$11,108	(\$25,983)
01-30-4223	Lighting Upgrade-Change Order No. 2	-0-	\$12,000	(\$37,983)
Reimbursement	Private Financial Contributions & Salvage Value & City of Darien	-0-	\$10,500	(\$27,483)

Staff has reviewed opportunities to review cost savings from additional line items and have determined that a savings in the amount of \$25,800-\$30,000, pending contingency could be applied to the overrun for the account.

STAFF RECOMMENDATION

Staff recommends approval of a resolution, Change Order No 1, for the purchase and delivery of new Unilock Hollandstone Pavers from Illinois Landscape Supply, LLC, for the Clock Tower Project in an amount not to exceed \$11,108 (net city expense of \$1000 after \$10,500 in credit/donations)

AND

Approval of a resolution, Change Order No 2, for the purchase and installation of a low voltage, lighting system from Terrain Landscaping, Inc, for the Clock Tower Project in an amount not to exceed \$12,000

COMMITTEE RECOMMENDATION

In order to keep the project on schedule this item is going directly to the City Council.

Clock Tower – Change Orders 1 and 2
June 19, 2023

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the June 19, 2023, City Council agenda, under New Business for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FOR THE PURCHASE AND DELIVERY OF NEW UNILOCK HOLLANDSTONE PAVERS FROM ILLINOIS LANDSCAPE SUPPLY, LLC, FOR THE CLOCK TOWER PROJECT IN AN AMOUNT NOT TO EXCEED \$11,108 (NET CITY EXPENSE OF \$608 AFTER \$10,500 IN CREDIT/DONATIONS)

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 accepts a proposal for the purchase and delivery of new Unilock Hollandstone Pavers from Illinois Landscape Supply, LLC, for the Clock Tower Project in an amount not to exceed \$11,108 (net city expense of \$608 after \$10,500 in credit/donations), 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 19th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES



60 Wolf Road
 Oswego, IL 60543
 815-267-3311
 F: 815-267-3399

PROPOSAL

Date	Proposal #
6/8/2023	22-12642

Name / Address
City of Darien Dan Gombac 1702 Plainfield Rd. Darien, IL 60561

Job Name / Address
Darien

Phone #	Terms	Ship Date	Ship Via	Rep	Project
	Net ~ 30	7/8/2023		MDW	
Qty	Description	Unit Price	Total		
354	C/ Direct Load UNILOCK Hollandstone - 6cm Premier Dark Charcoal - per sq ft (3 pal)	3.77	1,334.58		
2,242	C/ Direct Load UNILOCK Holland Premier 6cm - River per sq.ft. (19 pal)	3.77	8,452.34		
22	UNILOCK STANDARD Unilock Pallets	26.00	572.00		
2	Delivery Charge--Direct Load ILS Truck-Semi	375.00	750.00		

<p>This quotation is based on information provided by contractor.</p> <p>This quotation is a service provided by Illinois Landscape Supply, LLC.</p> <p>This is a "Unit Price Quote" only.</p> <p>Illinois Landscape Supply will not be held liable for any discrepancies in actual purchase quantities to quantities quoted herein.</p> <p>\$ 26.00 Pallet Deposit on Unilock "Standard" Pallets. \$ 30.00 Pallet Deposit on Unilock "Premium" Pallets. \$34.00 Pallet Deposit on Unilock "LTD" Pallets. \$ 2.00 Usage fee on all "Unilock" Pallets returned \$ 36.00 Non-refundable deposit on all Bluestone Pallets \$ 25.00 Deposit on all Northfield Pallets. \$ 5.00 Usage fee on all "Northfield" Pallets returned</p>	THIS QUOTATION IS GOOD FOR 24 HOURS.	
	Subtotal	\$11,108.92
	Sales Tax (7.0%)	\$0.00
	Total	\$11,108.92

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FOR THE PURCHASE AND INSTALLATION OF A LOW VOLTAGE, LIGHTING SYSTEM FROM TERRAIN LANDSCAPING, INC, FOR THE CLOCK TOWER PROJECT IN AN AMOUNT NOT TO EXCEED \$12,000

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 accepts a proposal for the purchase and installation of a low voltage, lighting system from Terrain Landscaping, Inc, for the Clock Tower Project in an amount not to exceed \$12,000, 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 19th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
June 19, 2023

ISSUE STATEMENT

A [resolution](#) accepting specified unit pricing from Hinsdale Nurseries for the plantings in an amount not to exceed \$39,336.37 for the 75th Street Landscape Medians

AND

A [resolution](#) accepting specified unit pricing from Illinois Landscape Supply for outcropping in an amount not to exceed \$11,580 for the 75th Street Landscape Medians

AND

A [resolution](#) accepting a proposal from JC Landscaping and Tree Services in an amount not to exceed \$27,000 for the planting and placement of the outcropping stone for the 75th Street Landscape Medians

AND

A **motion** for a contingency in the amount of \$1,000 for compost, topsoil, additional plantings and labor costs as they would relate to the enhancements for the 75th Street Landscape Medians

BACKGROUND

The F23/24 Budget funding included for the enhancement of the landscaping and hardscaping of the 75th Street Medians. Various plants throughout the years have perished prior to the irrigation system installation in 2021. While staff made every effort to water the plantings in-house the task was very difficult due to the numerous restoration sites and projects that required watering. Since the irrigation system has been installed the existing plantings have flourished and are thriving.

City Arborist, Paul Devine, was tasked with the replacement and enhancement project. Paul worked with a landscape consultant to review the existing planters and provide an inventory to replace plants within the barren areas and further enhance the sites with additional colors through a variety of plantings.

[Attachment A](#) is a project cost summary for various plantings, hardscaping, consisting of outcropping rock and for the labor to install the specified items.

Competitive quotes were received for the various plantings. Hinsdale Nurseries was the overall lowest competitive price. See [Attachment A](#). Additional competitive quotes were requested for outcropping (stone) and JC Landscaping agreed to extend the unit pricing from the gateway planting schedule.

Earlier this month a resolution to enhance the gateway signs to the City were approved by the City Council for \$30,582. The proposed expenditure would be expended from the remaining funds available for the FY23/24 Budget.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4350 City Council Approved June 5, 2023	Gateway Signs	\$135,000.00	\$ 30,582.00	\$104,418.00
01-30-4350	75th Street Median Plantings Gateway Signs	\$104,418.00	\$ 39,336.37	\$ 65,081.63
	Out Cropping	\$ 65,081.63	\$ 11,580.00	\$ 53,501.63
	Installation	\$ 53,501.63	\$ 27,000.00	\$ 26,501.63
Sub Total Median Plantings			\$ 78,916.37	
	Contingency	\$ 26,501.63	\$ 1,000.00	\$ 25,501.63
TOTALS		\$135,000.00	\$109,498.37	\$ 25,501.63

STAFF RECOMMENDATION

A **resolution** accepting specified unit pricing from Hinsdale Nurseries for the plantings in an amount not to exceed \$39,336.37 for the 75th Street Landscape Medians

AND

A **resolution** accepting specified unit pricing from Illinois Landscape Supply for outcropping in an amount not to exceed \$11,580 for the 75th Street Landscape Medians

AND

A **resolution** accepting a proposal from JC Landscaping and Tree Services in an amount not to exceed \$27,000 for the planting and placement of the outcropping stone for the 75th Street Landscape Medians

AND

A **motion** for a contingency in the amount of \$1,000 for compost, topsoil, additional plantings and labor costs as they would relate to the enhancements for the 75th Street Landscape Medians

COMMITTEE RECOMMENDATION

This item was not presented to a Committee due to state statute prohibiting Special Meeting on holidays. June 19 is recognized as Juneteenth Holiday.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the June 19, 2023 City Council, New Business for further discussion and formal approval.

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING SPECIFIED UNIT PRICING FROM HINSDALE
NURSERIES FOR THE PLANTINGS IN AN AMOUNT NOT TO EXCEED \$39,336.37
FOR THE 75TH STREET LANDSCAPE MEDIANS**

**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 accepts specified unit pricing from Hinsdale Nurseries for the plantings in an amount not to exceed \$39,336.37 for the 75th Street Landscape Medians, 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 19th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 19th day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

HINSDALE NURSERIES

INCORPORATED

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Order Acknowledgement Page 1

Office Copy

Date: 6/14/2023

Order No: 2407108

Contact: Little Rock

Phone: 630-552-8314

Client Phone: 630-852-5000

Client:

DARIEN, CITY OF
1041 S. FRONTAGE ROAD
DARIEN IL 60561

Deliver To / Job Site:

Special Instructions:

MEDIAN PLANTINGS

Paul Devine

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
06/14/2023		Net 30 Days	Exempt ENP	06/14/2023	Pick Up

Qty	UoM	Product	Location	Unit Price	Extended Amt	Tx ND WR
Little Rock Sales Counter						
33	Ea	#3 POT BLOOMERANG LILAC	LRK TEMP	\$39.00	\$1,287.00	
20	Ea	#3 POT KNOCK OUT ROSE RED	LRK PA2	\$20.00	\$400.00	
3	Ea	3.00in COLUMNAR NORWAY MAPLE	LRK TREES	\$313.00	\$939.00	
106	Ea	#1 POT ROZANNE GERANIUM	LRK PA1-07	\$9.75	\$1,033.50	
16	Ea	#1 POT CORAL REEF BEE BALM	LRK PB1-09	\$7.10	\$113.60	
8	Ea	#3 POT SOLAR FLARE FALSE INDIGO	LRK PB2	\$18.00	\$144.00	
40	Ea	#1 POT CATS MEOW CATMINT	LRK PB1-07	\$8.15	\$326.00	
35	Ea	#1 POT NORTHWIND SWITCH GRASS	HIN PEREN	\$13.50	\$472.50	
7	Ea	#3 POT DRIFT ROSE APRICOT	LRK PA2	\$22.00	\$154.00	
18	Ea	#3 POT KNOCK OUT ROSE PINK DOUBLE	LRK PA2	\$23.00	\$414.00	
21	Ea	3.00ft AMBER JUBILEE NINEBARK	LRK PE1	\$27.00	\$567.00	
19	Ea	#3 POT BOBO HYDRANGEA	HIN SHRUB	\$35.50	\$674.50	
51	Ea	#1 POT SHENANDOAH RED SWITCH GRASS	LRK PA0-0	\$7.75	\$395.25	
29	Ea	#3 POT LITTLE QUICK FIRE HYDRANGEA	LRK PD1	\$35.50	\$1,029.50	
15	Ea	#1 POT JACOB CLINE BEE BALM	LRK PB1-11	\$7.10	\$106.50	
1	Flat/24	3.0in POT YELLOW STONECROP SEDUM	HIN PEREN	\$28.00	\$28.00	
60	Ea	#3 POT NEARLY WILD ROSE	LRK PA2	\$19.00	\$1,140.00	
72	Ea	#3 POT LITTLE LIME HYDRANGEA	LRK PD1	\$34.00	\$2,448.00	
13	Ea	2.50in NEW BRADFORD PEAR	LRK TREES	\$235.00	\$3,055.00	
56	Ea	#1 POT DWARF FOUNTAIN GRASS	LRK PA0-0	\$9.60	\$537.60	
40	Ea	#1 POT FIRECRACKER SEDUM	LRK PB1-01	\$7.15	\$286.00	
88	Ea	#1 POT WALKERS LOW CATMINT	LRK PB1-09	\$5.85	\$514.80	
44	Ea	#5 POT INVINCIBELLE SPIRIT II HYDRANGEA	LRK PD1	\$35.50	\$1,562.00	
36	Ea	#1 POT MORNING LIGHT MAIDEN GRASS	HIN PEREN	\$12.15	\$437.40	
65	Ea	#3 POT DRIFT ROSE APRICOT	LRK PA2	\$22.00	\$1,430.00	
70	Ea	#3 POT DRIFT ROSE PINK	LRK PA3	\$22.00	\$1,540.00	
16	Flat/24	3.0in POT BRONZE BEAUTY BUGLEWEED	HIN PEREN	\$28.00	\$448.00	
80	Ea	#1 POT BLUE ICE BLUESTAR	LRK PB1-09	\$6.40	\$512.00	
56	Ea	#1 POT RASPBERRY TRUFFLE CONEFLOWER	LRK PB1-10	\$10.75	\$602.00	
56	Ea	#1 POT POPSTAR SEDUM	LRK PB1-02	\$7.75	\$434.00	
112	Ea	#1 POT LAMBS EAR	LRK PB1-07	\$6.50	\$728.00	
12	Ea	2.50in LOW CRIMSON SPIRE OAK	LRK TREES	\$272.00	\$3,264.00	
46	Ea	#1 POT SUMMERSONG FIREFINCH (LAKOTA FIRE) CONEFLOWER	LRK PB1-06	\$10.75	\$494.50	
60	Ea	#5 POT STRAWBERRY SUNDAE HYDRANGEA	LRK PA3	\$37.00	\$2,220.00	
360	Ea	#1 POT MILLENIUM ORNAMENTAL ONION	LRK PA0-0	\$7.85	\$2,826.00	
12	Ea	2.50in SWAMP WHITE OAK	LRK TREES	\$272.00	\$3,264.00	
25	Ea	#3 POT DRIFT ROSE PEACH	LRK PA3	\$22.00	\$550.00	
64	Ea	#1 POT DENIM-N-LACE RUSSIAN SAGE	LRK PB1-07	\$15.90	\$1,017.60	

HINSDALE NURSERIES INCORPORATED

HINSDALE OFFICE • 7200 S. MADISON, WILLOWBROOK, IL 60527
(630) 323-1411 • FAX (630) 323-0918

Order Acknowledgement Page 2

Office Copy

Date: 6/14/2023
Order No: 2407108
Contact: Little Rock
Phone: 630-552-8314

Client Phone: 630-852-5000

Client:

DARIEN, CITY OF
1041 S. FRONTAGE ROAD
DARIEN IL 60561

Deliver To / Job Site:

Special Instructions:

MEDIAN PLANTINGS

Paul Devine

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Required On	Deliver Via
06/14/2023		Net 30 Days	Exempt ENP	06/14/2023	Pick Up

24	Ea	#1 POT	HUSKER RED BEARDTONGUE	LRK PB1-02	\$10.90	\$261.60
48	Ea	#1 POT	BUTTERFLY WEED	HIN PEREN	\$11.40	\$547.20
					Sub-Total:	\$38204.05



Products Amt	\$38,204.05
Deliv Chrgs	120.00
Sub-Total	\$38,624.05
Sales Tax	1.00
Order Total	\$38,624.05
Balance Due	\$38,624.05

per unit pricing
refer to Attachment A

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING SPECIFIED UNIT PRICING FROM ILLINOIS
LANDSCAPE SUPPLY FOR OUTCROPPING IN AN AMOUNT NOT TO EXCEED
\$11,580 FOR THE 75TH STREET LANDSCAPE MEDIANS**

**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 accepts specified unit pricing from Illinois Landscape Supply for outcropping in an amount not to exceed \$11,580 for the 75th Street Landscape Medians, 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 19th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 19th day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES



60 Wolf Road
 Oswego, IL 60543
 815-267-3311
 F: 815-267-3399

PROPOSAL

Date	Proposal #
6/9/2023	22-12654

Name / Address
City of Darien Dan Gombac 1702 Plainfield Rd. Darien, IL 60561

Job Name / Address
Darien

Phone #	Terms	Ship Date	Ship Via	Rep	Project
	Net ~ 30	6/30/2023		MDW	
Qty	Description	Unit Price	Total		
40	C/ Eden Outcropping Bobcat - per ton (155 pcs)	267.00	10,680.00		
2	Delivery Charge--ILS Truck-Semi w/ machine *Note weight is approximate. Exact weight will be totaled once order is placed.	450.00	900.00		

<p>This quotation is based on information provided by contractor.</p> <p>This quotation is a service provided by Illinois Landscape Supply, LLC.</p> <p>This is a "Unit Price Quote" only.</p> <p>Illinois Landscape Supply will not be held liable for any discrepancies in actual purchase quantities to quantities quoted herein.</p> <p>\$ 26.00 Pallet Deposit on Unilock "Standard" Pallets. \$ 30.00 Pallet Deposit on Unilock "Premium" Pallets. \$34.00 Pallet Deposit on Unilock "LTD" Pallets. \$ 2.00 Usage fee on all "Unilock" Pallets returned \$ 36.00 Non-refundable deposit on all Bluestone Pallets \$ 25.00 Deposit on all Northfield Pallets. \$ 5.00 Usage fee on all "Northfield" Pallets returned</p>	THIS QUOTATION IS GOOD FOR 24 HOURS.	
	Subtotal	per unit pricing \$11,580.00
	Sales Tax (7.0%)	\$0.00
	Total	per unit pricing \$11,580.00

refer to Attachment A



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM JC LANDSCAPING AND TREE SERVICES IN AN AMOUNT NOT TO EXCEED \$27,000 FOR THE PLANTING AND PLACEMENT OF THE OUTCROPPING STONE FOR THE 75TH STREET LANDSCAPE MEDIANS

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 accepts a proposal from JC Landscaping and Tree Services in an amount not to exceed \$27,000 for the planting and placement of the outcropping stone for the 75th Street Landscape Medians, 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 19th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 19th day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES

ESTIMATE



Estimate #	96
Date	Jun 11, 2023
Total	\$27,000.00 USD

JC Landscaping & Tree Service inc.

1210 Plainfield Rd
 Oswego IL 60543
 United States
 Phone: 630 464 0736
 mejjaj0424@gmail.com

Estimate To:**City of Darien**

1041 S. Frontage Road
 Darien IL 60561

75TH ST MEDIAN PLANTINGS

#	Products	Quantity	Unit Price	Amount
1.	Installation of(1984) plants and (140) outcropping stones labor only hourly rate. 3 MAN 90 HOURS EACH MAN	270	\$100.00	\$27,000.00

Sub Total	\$27,000.00 USD
Total	\$27,000.00 USD

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