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PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

October 2, 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 – [September 18, 2023](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Mayoral Proclamation “[Arts DuPage Month](#)” (October 2023)
 - B. [Annual Financial Report — For the Year Ended April 30, 2023](#)
 - C. [Police Pension Actuarial Report](#)
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
12. Treasurer's Report
 - A. Warrant Number — [23-24-11](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business

16. Consent Agenda

- A. Consideration of a Motion to Approve an Ordinance Amending Title 5A, Chapter 9, Section 5A-9-3-4, “Special Uses”, and Granting a Special Use (PZC2023-05: [O’Brien, 8408 Wilmette Avenue, Units B & C](#))
- B. Consideration of a Motion to Approve an [Ordinance Amending Section 3-3-7-11\(C\) of the Darien City Code](#)
- C. Consideration of a Motion to Approve a Resolution to Enter into a Contract Agreement with Compass Minerals America, Inc. for the [Purchase of Rock Salt in an Amount not to Exceed \\$54,817.00](#)
- D. Consideration of a Motion to Approve a Resolution for the Required Balance [Purchase of the 22/23 Rock Salt Contract Agreement](#) with Morton Salt, Inc. in an Amount not to Exceed \$58,807.00
- E. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement Between the City of Darien and [Center Cass School District #66](#) for the Purchase of Rock Salt
- F. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute an Intergovernmental Agreement between the City of Darien and the [Darien Park District](#) for Rock Salt
- G. Consideration of a Motion to Approve a Resolution Authorizing Public Works [Project FYE24-24376REGE for the Storm Water Improvements](#) for the Regency Drive Project Total in an Amount not to Exceed \$371,000
- H. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Enter into a Contract with J. Congdon Sewer and Water for the [Installation of Storm Sewer Pipe and Related Structures for the Regency Grove Project](#), Inclusive of the Total Project Cost, at the Submitted Unit Prices in an Amount of \$96,750 Pending Final Field Quantities
- I. Consideration of A Motion Authorizing a Contingency, Inclusive of the Total Project Cost, in the Amount of \$25,000 for [Unidentified Infrastructure Conflicts, Residential Side Yard Landscaping Treatment and Engineering](#)
- J. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of Four \(4\) Solar Speed Alert 18 Speed Limit Signs](#) from All Traffic Solutions Incorporated in an Amount not to Exceed \$26,524.22
- K. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute an Intergovernmental Agreement between the County of DuPage and the City of Darien for [Limited Traffic Signal Maintenance Costs on Lemont Road-Eastern Leg of 83rd Street and the 87th Street-Western Leg](#)
- L. Consideration of a Motion to Approve a Resolution Approving an Extension of a Proposal from Shreve Services, Inc., for [Topsoil](#) at the Specified Unit Prices for Various Public Works Projects for a Period of May 1, 2024 through April 30, 2025
- M. Consideration of a Motion to Approve a Resolution Approving the Extension of a Proposal from XBE, LLC To Provide [Trucking Services](#) Relating to Hauling Waste Generated from Excavations for a Period of May 1, 2024 through April 30, 2025
- N. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Route 66 Asphalt Company for [Bituminous Products](#) as Required for Various Public Works Projects at the Specified Unit Pricing

- O. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Landworks Ltd. at the Schedule of Prices for the [Placement of Topsoil and for the Purchase and Placement of Fertilizer and Sod for Landscape Restoration Services](#) for a Period of May 1, 2024 through April 30, 2025
 - P. Consideration of a Motion to Approve a Resolution Authorizing to Extend a Proposal from 119th St Materials for [Tipping and Transfer Fees](#) at the Proposed Unit Prices for Certain Generated Waste from Various Public Works Projects
 - Q. Consideration of a Motion to Approve a Resolution Accepting a Proposal to Extend Prices from M & J Asphalt Paving Company, Inc., for the [Removal and Replacement of Bituminous Aprons and Road Patches](#) at the Proposed Unit Pricing as Required for Various Public Works Projects for a Period of May 1, 2024 through April 30, 2025
 - R. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of One \(1\) New 2024 Peterbilt Model 548 Cab and Chassis, to Replace Unit 103](#), from JX Truck Center, in an Amount not to Exceed \$130,730.23
 - S. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Monroe Truck Equipment for the [Purchase of a Dump Body, Snow Plow Equipment Package, Lighting Accessories, and Hydraulic Controls, for the 2024 Peterbilt Model 548](#), in an Amount not to Exceed \$172,911.00
 - T. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of One \(1\) New 2024 Peterbilt Model 548 Cab and Chassis with Monroe Body, to Replace Unit 109](#), from Monroe Truck Equipment, in an Amount not to Exceed \$6,321.00
 - U. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of One \(1\) New 2024 Peterbilt Model 548 Cab and Chassis, to Replace Unit 110](#), from JX Truck Center, in an Amount not to Exceed \$130,744.23
 - V. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Monroe Truck Equipment for the [Purchase of a Dump Body, Snow Plow Equipment Package, Lighting Accessories, and Hydraulic Controls](#), for the 2024 Peterbilt Model 548, in an Amount not to Exceed \$190,201.00
 - W. Consideration of a Motion Approving an Additional FYE 24 [Transfer of \\$1,000,000 to the Capital Projects Fund from the General Fund](#)
- 17. New Business
 - 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 SEPTEMBER 18, 2023 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:17 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

SEPTEMBER 18, 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 Secretary Gonzalez 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
Maria Gonzalez, Secretary
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** – September 5, 2023

It was moved by Alderman Leganski and seconded by Alderman Belczak to approve the minutes of the City Council Meeting of September 5, 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 Gustafson received and responded to communication from residents regarding status of light pole on Carlton Road & Manning Road. Director Gombac explained supply chain issues encountered in obtaining concrete and aluminum poles.

Mayor Marchese shared sad news of the passing of 101-year-old Darien resident, Francis (Frank) Pannaralla, a World War II veteran. Visitation will be held on Friday, September 22, at the Palos-Gaidas Funeral Home in Palos Hills.

8. **MAYORS REPORT**

A. MAYORAL PROCLAMATION “NATIONAL SUICIDE PREVENTION & ACTION MONTH” (SEPTEMBER 2023)

Mayor Marchese read the proclamation into record declaring September 2023 as National Suicide Prevention & Action Month.

Mayor Marchese noted the agencies and crisis lines available for assistance. He encouraged residents to think about their mental health and to heed the warning signs.

9. **CITY CLERK'S REPORT**

There was no report.

10. **CITY ADMINISTRATOR'S REPORT**

Administrator Vana encouraged residents to fill out Resident Survey, featured in Special Edition of Direct Connect eNews; feedback will be valuable for City Council Goal Setting Session.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT MONTHLY REPORT – AUGUST 2023

Chief Thomas...

...noted page 3 of the Monthly Report contains frequency of suicide related calls and provides mental health crisis symptoms.

...announced "Coffee with a Cop" on October 4 from 7:00 – 9:00 A.M. at McDonald's on Plainfield Road, which connects police with community.

...stated monthly meetings at the library started on September 6 and will continue the first Wednesday of every month. The first meeting covered calling 911 and provided residential safety tips; fraud and scams are the topics of the October 4 meeting.

...reviewed police call inquiries from City officials by constituents; he encouraged residents to opt for Twitter (X), which contains information posted by the Police Department.

...highlighted crime statistics, calls for service, traffic crashes, and school bus safety from August Monthly Report.

...responded to Council questions regarding gambling addiction tied to increased suicide rate; locking car doors & removing valuables; importance of calling 911; emergency mass communication; and speeding concerns.

B. MUNICIPAL SERVICES

Director Gombac...

...stated sod restoration for 79th Street and Clarendon Hills Road sidewalk projects will begin on Tuesday.

...provided an update on traffic signal at 67th Street & Clarendon Hills Road and pedestrian crosswalk signals at Hinsdale South High School and Darien Community Park.

12. **TREASURER'S REPORT****A. WARRANT NUMBER 23-24-10**

It was moved by Alderwoman Sullivan and seconded by Alderman Stompanato to approve payment of Warrant Number 23-24-10 in the amount of \$1,035,143.34 from the enumerated funds, and \$295,720.68 from payroll funds for the period ending 09/07/23 for a total to be approved of \$1,330,864.02.

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

Nays: None

Absent: Kenny

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. MONTHLY REPORT – AUGUST 2023

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of August 2023.

General Fund: Revenue \$7,243,883; Expenditures \$5,906,131;
Current Balance \$5,713,271

Water Fund: Revenue \$2,615,145; Expenditures \$2,122,574
Current Balance \$4,086,831

Motor Fuel Tax Fund: Revenue \$341,841; Expenditures \$323,222; Current
Balance \$1,492,730

Water Depreciation Fund: Revenue \$7,103; Expenditures \$0; Current Balance
\$620,341

Capital Improvement Fund: Revenue \$291,755; Expenditures \$2,506,852;
Current Balance \$16,553,239

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for October 2, 2023 at 6:00 P.M.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for September 25, 2023 at 6:00 P.M.

Police Committee – No report.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

There was no Consent Agenda.

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AMENDING THE DARIEN CITY CODE TO ELIMINATE PHYSICAL FITNESS CENTER AS A BUSINESS SUBJECT TO THE AMUSEMENT TAX ORDINANCE.

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

ORDINANCE NO. O-14-23

AN ORDINANCE AMENDING THE DARIEN CITY CODE TO ELIMINATE PHYSICAL FITNESS CENTER AS A BUSINESS SUBJECT TO THE AMUSEMENT TAX ORDINANCE.

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

Nays: None

Absent: Kenny

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

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

Mayor Marchese announced Darien Lions Club in conjunction with City of Darien will be sponsoring first Oktoberfest at the north parking lot of Carriage Greens Country Club on Saturday, September 23, 2023 from 2:00 – 9:00 P.M. featuring fun activities for the family, music, and food/with refreshments. There is no entrance fee.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:07 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 09-18-23.
Minutes of 09-18-23 CCM.

Mayoral Proclamation

WHEREAS, Arts DuPage has regularly issued official proclamations to all the cities and villages in DuPage County on an annual basis, designating October as Arts DuPage Month; and

WHEREAS, the arts embody much of the accumulated wisdom, intellect and imagination of humankind; and

WHEREAS, the arts enrich us as individuals and play a unique role in the lives of our families and our communities; and

WHEREAS, the arts promote a better understanding of the diversified cultures within our communities and unify us regardless of age, race and ethnicity; and

WHEREAS, the arts sector in DuPage County consists of 2,272 arts-related businesses and accounts for 4.2 percent of the total number of businesses in the region – a larger share of the economy than transportation, tourism, agriculture and construction; and

WHEREAS, the arts provide full-time employment for over 15,000 workers in DuPage County; and

WHEREAS, the arts improve our economy, enrich our civic life, drive tourism and commerce, and exert a profound positive influence on the education of our children; and

WHEREAS, the arts helped lead us through the darkest times by lifting our spirits, unifying communities and providing entertainment. The arts also play a vital role in enlivening our communities, driving the economy, and elevating the appeal of our County.

NOW, THEREFORE, BE IT RESOLVED, I, Joseph A. Marchese, Mayor of the City of Darien do hereby proclaim October 2023, as

ARTS DUPAGE MONTH

in Darien Illinois and call upon our community members to celebrate and promote the arts in DuPage County.

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

Done, this second day of October Two-Thousand Twenty-Three.

Joseph A. Marchese, Mayor

Attest:

JoAnne E. Ragona, City Clerk

CITY OF DARIEN, ILLINOIS

ANNUAL FINANCIAL REPORT

For the Year Ended April 30, 2023

A grayscale photograph of a modern building with a glass facade, overlaid with a geometric pattern of translucent triangles and squares. The building is seen from a low angle, looking up.

SIKICH.COM

Prepared by the General Administration Department

Michael J. Coren
City Treasurer

CITY OF DARIEN, ILLINOIS
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INTRODUCTORY SECTION

CITY OF DARIEN, ILLINOIS

PRINCIPAL OFFICIALS

April 30, 2023

MAYOR

Joseph A. Marchese

CITY COUNCIL

Ted V. Schauer
Lester Vaughan
Joseph A. Kenny
Thomas M. Chlystek
Mary Coyle Sullivan
Eric K. Gustafson
Thomas J. Belczak

CITY TREASURER

Michael J. Coren

CITY CLERK

JoAnne Ragona

CITY ATTORNEY

John B. Murphey

FINANCIAL SECTION

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

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INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor
Members of the City Council
City of Darien, Illinois

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Darien, Illinois (the City) as of and for the year ended April 30, 2023, and the related notes to financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Darien, Illinois, as of April 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under these standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Change in Accounting Principle

The City adopted GASB Statement No. 87, *Leases*, which established a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Our opinion is not modified with respect to these matters.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The combining and individual fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

We also have previously audited, in accordance with auditing standards generally accepted in the United States of America, the City's basic financial statements for the year ended April 30, 2022, which are not presented with the accompanying financial statements. In our report dated September 13, 2022, we expressed unmodified opinions on the respective financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information. That audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statement as a whole. The 2022 comparative data included on certain individual fund schedules are presented for purposes of

additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the 2022 financial statements. The information has been subjected to the auditing procedures applied in the audit of those basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the 2022 comparative information included on certain individual fund schedules are fairly stated in all material respects in relation to the basic financial statements from which they have been derived.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory section and supplemental data but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 7, 2023 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Sikich LLP

Naperville, Illinois
September 7, 2023

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER
MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Members of the City Council
City of Darien, Illinois

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the City of Darien, Illinois (the City) as of and for the year ended April 30, 2023, and the related notes to financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated September 7, 2023.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Sikich LLP

Naperville, Illinois
September 7, 2023

**GENERAL PURPOSE EXTERNAL
FINANCIAL STATEMENTS**

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the City of Darien, we offer readers of Darien's financial statements this narrative overview and analysis of the financial activities of the City of Darien for the fiscal year ended April 30, 2023. Management's Discussion and Analysis (MD&A) is designed to focus on the current year's activities, resulting changes, and currently known facts. We encourage readers to consider the information presented here in conjunction with the City's financial statements.

The City of Darien's MD&A is also designed to assist the reader in focusing on significant financial issues, provide an overview of financial activities, identify current changes, address the subsequent year's challenges, identify material deviations from the financial plan (approved budgets), and identify issues with individual funds.

FINANCIAL HIGHLIGHTS

- ❑ The City of Darien maintained compliance with the Police Pension funding requirements as well as the IMRF funding requirements throughout the year.
- ❑ The City transferred \$5.5 million to the Capital Improvements Fund in FYE 23 to be used in the City of Darien's 3-year Capital Improvement Plan. The Capital Improvement Plan includes sidewalk replacement, storm-water ditch projects, new street lighting, the road program, and crack sealing to name a few.
- ❑ The City planned and maintained a minimum of 3 months balance of operating expenses in the General Fund throughout the fiscal year.
- ❑ The City reduced its General Obligation Refunding Bond debt by \$755,000 during the year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The basic financial statements are comprised of three components:

- Government-wide financial statements,
- Fund financial statements, and
- Notes to the basic financial statements

This report also contains other supplementary information in addition to the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements (see pages 7-9) are designed to be corporate-like in that all governmental and business-type activities are consolidated into columns which add to a total for the Primary Government.

□ The focus of the *Statement of Net Position* (the "Unrestricted Net Position") is designed to be similar to bottom line results for the City and its governmental and business-type activities. This statement combines and consolidates governmental funds' current financial resources (short-term spendable resources) with capital assets and long-term obligations using the accrual basis of accounting and economic resources measurement focus.

□ The *Statement of Activities* is focused on both the gross and net cost of various activities (including governmental and business-type), which are supported by the government's general taxes and other resources. This is intended to summarize and simplify the user's analysis of the cost of various governmental services and/or subsidy to various business-type activities.

□ The *Governmental Activities* reflect the City's basic services, including administration, police and buildings, planning and development, streets and yard waste, and public works. Property taxes, sales taxes, and shared state income taxes finance the majority of these services.

□ The *Business-Type Activities* reflect private sector type operations (Water & Sewer), where the fee for service typically covers all or most of the cost of operation including depreciation.

Fund Financial Statements

Traditional users of governmental financial statements will find the Fund Financial Statements presentation (pages 10-17) more familiar. The focus is on Major Funds, rather than the previous model fund types. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

CITY OF DARIEN

Management's Discussion and Analysis

For the Year Ended April 30, 2023

□ Governmental Funds are presented on a sources and uses of liquid resources basis. This is the manner in which the financial plan (the budget) is typically developed. The flow and availability of liquid (spendable) resources is a clear and appropriate focus of any analysis of a government. Funds are established for various purposes and the Fund Financial Statements allow the demonstration of sources and uses and/or budgeting compliance associated herewith. Governmental Funds are recorded using the current financial resources method. The flow of current financial resources will reflect bond proceeds and inter-fund transfers as other financial sources, as well as capital expenditures and bond principal payments as expenditures. A reconciliation will eliminate these transactions and incorporate the capital assets and long-term obligations (bonds and others) into the Governmental Activities column (in the Government-Wide Financial Statements).

□ *Proprietary Funds*, also called Enterprise Funds, include the Water/Sewer Fund. These are used to report the same function presented in business-type activities in the City-Wide Financial Statements. Accounting for this type of fund, we utilize the economic resources method, in a similar fashion as corporate accounting. Unlike Governmental Funds, the Business-Type Activities column on the Business-Type Fund Financial Statements is the same as the Business-Type column on the Government-Wide Financial Statements.

□ *Fiduciary Funds* represent trust responsibilities of the government, but which have resources that are held for the benefit of parties outside the City. These assets are restricted in purpose and do not represent discretionary assets of the government. Therefore, these assets are not presented as part of the Government-Wide Financial Statements. Accounting for fiduciary component units is similar to that used by proprietary funds. Currently the City has one fiduciary component unit, the Police Pension Fund.

Notes to the Financial Statements

The notes to the basic financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and various fund financial statements.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's contributions and funding progress of the Illinois Municipal Retirement Fund, Police Pension Fund, and Other Postemployment Benefit Plan; as well as, budget to actual comparisons of the General Fund and any major special revenue funds. Supplementary schedules include combining and individual fund financial statements and schedules and supplemental data.

CITY OF DARIEN

Management's Discussion and Analysis

For the Year Ended April 30, 2023

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Condensed Statement of Net Position As of April 30, 2023 and 2022 (In millions of dollars)									
	<u>Governmental Activities</u>			<u>Business-Type Activities</u>			<u>Government Total</u>		
	<u>2023</u>	<u>2022</u>	<u>Change</u>	<u>2023</u>	<u>2022</u>	<u>Change</u>	<u>2023</u>	<u>2022</u>	<u>Change</u>
Current and other assets	32.19	27.15	5.04	6.22	9.87	(3.65)	38.41	37.02	1.39
Capital assets	<u>5.65</u>	<u>5.98</u>	<u>(0.33)</u>	<u>8.45</u>	<u>5.54</u>	<u>2.91</u>	<u>14.10</u>	<u>11.52</u>	<u>2.58</u>
<i>Total Assets</i>	<u>37.84</u>	<u>33.13</u>	<u>4.71</u>	<u>14.67</u>	<u>15.41</u>	<u>(0.74)</u>	<u>52.51</u>	<u>48.54</u>	<u>3.97</u>
Deferred Outflow of Resources	6.71	4.98	1.73	0.64	0.15	0.49	7.35	5.13	2.22
Total assets and Deferred Outflow of Resources	<u>44.55</u>	<u>38.11</u>	<u>6.44</u>	<u>15.31</u>	<u>15.56</u>	<u>(0.25)</u>	<u>59.86</u>	<u>53.67</u>	<u>6.19</u>
Long-term liabilities	31.37	27.83	3.54	3.52	3.60	(0.08)	34.89	31.43	3.46
Other liabilities	<u>1.34</u>	<u>1.74</u>	<u>(0.40)</u>	<u>1.17</u>	<u>1.10</u>	<u>0.07</u>	<u>2.51</u>	<u>2.84</u>	<u>(0.33)</u>
<i>Total Liabilities</i>	<u>32.71</u>	<u>29.57</u>	<u>3.14</u>	<u>4.69</u>	<u>4.70</u>	<u>(0.01)</u>	<u>37.40</u>	<u>34.27</u>	<u>3.13</u>
Deferred Inflows of Resources	5.43	5.57	(0.14)	0.07	0.69	(0.62)	5.50	6.26	(0.76)
Total Liabilities and Deferred Inflows of Resources	38.14	35.14	3.00	4.76	5.39	(0.63)	42.90	40.53	2.37
<i>Net position</i>									
Net investment in capital Assets.	5.54	5.69	(0.15)	5.19	2.30	2.89	10.73	7.99	2.74
Restricted	1.88	1.28	0.60	0.00	0.00	0.00	1.88	1.28	0.60
Unrestricted	<u>(1.01)</u>	<u>(4.00)</u>	<u>2.99</u>	<u>5.36</u>	<u>7.87</u>	<u>(2.51)</u>	<u>4.35</u>	<u>3.87</u>	<u>0.48</u>
Total Net Position	<u>6.41</u>	<u>2.97</u>	<u>3.44</u>	<u>10.55</u>	<u>10.17</u>	<u>0.38</u>	<u>16.96</u>	<u>13.14</u>	<u>3.82</u>

(See Independent Auditor's Report)

CITY OF DARIEN

Management's Discussion and Analysis

For the Year Ended April 30, 2023

Normal Impacts

There are six basic (normal) transactions that will affect the comparability of the Statement of Net Position summary presentation.

Net results of activities – which will impact (increase/decrease) current assets and unrestricted net position.

Borrowing for capital – which will increase current assets and long-term debt.

Spending borrowed proceeds on new capital – which will: (a) reduce current assets and increase capital assets; and, (b) increase capital assets and long-term debt, which will not change the net investment in capital assets.

Spending of non-borrowed current assets on new capital – which will: (a) reduce current assets and increase capital assets; and, (b) will reduce unrestricted net position and increase net investment in capital assets.

Principal payment on debt – which will: (a) reduce current assets and reduce long-term debt; and, (b) reduce unrestricted net position and increase net investment in capital assets.

Reduction of capital assets through depreciation –will reduce capital assets and net investment in capital assets.

Current Year Impacts

As noted earlier, net position may serve over time as a useful indicator of a governments' financial position. In the case of the City of Darien, total net position increased approximately \$3.82 million from \$13.14 million to \$16.96 million. The increase was a result of conservative budgeting, a decrease in project expenses, and the approval of grants. The City of Darien has a goal to maintain a specific level of fund balance which is used to cover Capital Project expenditures or used for the early payment of debt.

The City of Darien's assessed property tax rate was .2498. The City of Darien's portion of a resident's tax bill is approximately 3.74% of their total tax bill. The City of Darien's property taxes remain relatively lower than other municipalities within DuPage County.

A portion of the net position of the governmental activities is restricted for street maintenance, road improvements, storm sewer, public safety, and a special service area.

CITY OF DARIEN
Management's Discussion and Analysis
For the Year Ended April 30, 2023

Condensed Statement of Activities As of April 30, 2023 and 2022 (In millions of dollars)									
	<u>Governmental</u> <u>Activities</u>			<u>Business-Type</u> <u>Activities</u>			<u>Government</u> <u>Total</u>		
	<u>2023</u>	<u>2022</u>	<u>Change</u>	<u>2023</u>	<u>2022</u>	<u>Change</u>	<u>2023</u>	<u>2022</u>	<u>Change</u>
Revenues:									
Program Revenues:									
Charges for Services Operating and Capital	1.88	1.74	0.14	7.73	7.89	(0.16)	9.61	9.63	(0.02)
Grants and Contributions	1.31	1.76	(0.45)	-	-	-	1.31	1.76	(0.45)
General Revenues:									
Property Taxes	2.50	2.50	0.00	-	-	-	2.50	2.50	0.00
Other Taxes	14.81	14.36	0.45	-	-	-	14.81	14.36	0.45
Other General Revenues	<u>2.21</u>	<u>1.56</u>	<u>0.65</u>	<u>0.18</u>	<u>0.12</u>	<u>0.06</u>	<u>2.39</u>	<u>1.68</u>	<u>0.71</u>
Total Revenues	22.71	21.92	0.79	7.91	8.01	(0.10)	30.62	29.93	0.69
Expenses:									
General Government	2.15	1.64	0.51	-	-	-	2.15	1.64	0.51
Highways and Streets	6.91	5.77	1.14	-	-	-	6.91	5.77	1.14
Public Safety	10.21	8.89	1.32	-	-	-	10.21	8.89	1.32
Interest and Fees	0.00	0.01	(0.01)	-	-	-	0.00	0.01	(0.01)
Water	<u>-</u>	<u>-</u>	<u>-</u>	<u>7.53</u>	<u>7.00</u>	<u>0.53</u>	<u>7.53</u>	<u>7.00</u>	<u>0.53</u>
Total Expenses	19.27	16.31	2.96	7.53	7.00	0.53	26.80	23.31	3.49
Increase (Decrease) in Net Position	3.44	5.61	(2.17)	0.38	1.01	(0.63)	3.82	6.62	(2.80)
Change in Net Position	3.44	5.61	(2.17)	0.38	1.01	(0.63)	3.82	6.62	(2.80)
Net Position, Beginning of Year	<u>2.97</u>	<u>(2.64)</u>	<u>5.61</u>	<u>10.17</u>	<u>9.16</u>	<u>1.01</u>	<u>13.14</u>	<u>6.52</u>	6.62
Net Position, End of Year	6.41	2.97	3.44	10.55	10.17	0.38	16.96	13.14	3.82

CITY OF DARIEN

Management's Discussion and Analysis

For the Year Ended April 30, 2023

Normal Impacts

There are eight basic (normal) impacts that will affect the comparability of the revenues and expenses on the Statement of Activities summary presentation.

Revenues

Economic condition – which can reflect a declining, stable, or growing economic environment, and has substantial impact on state sales, replacement, and hotel/motel tax revenue; as well as, public spending habits for building permits, elective user fees, and volumes of consumption.

Increase/decrease in City approved rates – while certain tax rates are set by statute, the City Council has significant authority to impose and periodically increase/decrease rates (water, home rule sales tax, property taxes, etc.).

Changing patterns in intergovernmental and grant revenue (both recurring and non-recurring) – certain recurring revenues (state shared revenues, etc.) may experience significant changes periodically while non-recurring grants are less predictable and often distorted in their impact on year to year comparisons.

Market impacts on investment income – the City's investments may be affected by market conditions causing investment income to increase/decrease.

Expenses

Introduction of new programs – within the functional expense categories (general government, public safety, and highways and streets), individual programs may be added or deleted to meet changing community needs.

Change in authorized personnel – changes in service demand may cause the City Council to increase/decrease authorized staffing. Staffing costs (salary and related benefits) represent the largest operating cost of the City.

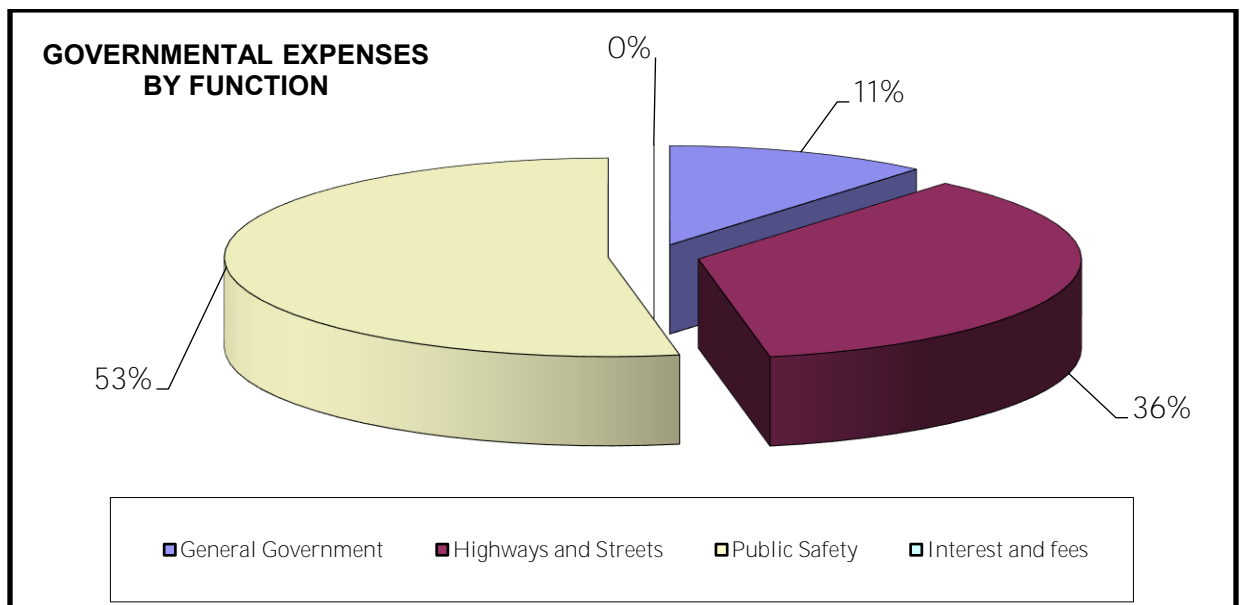
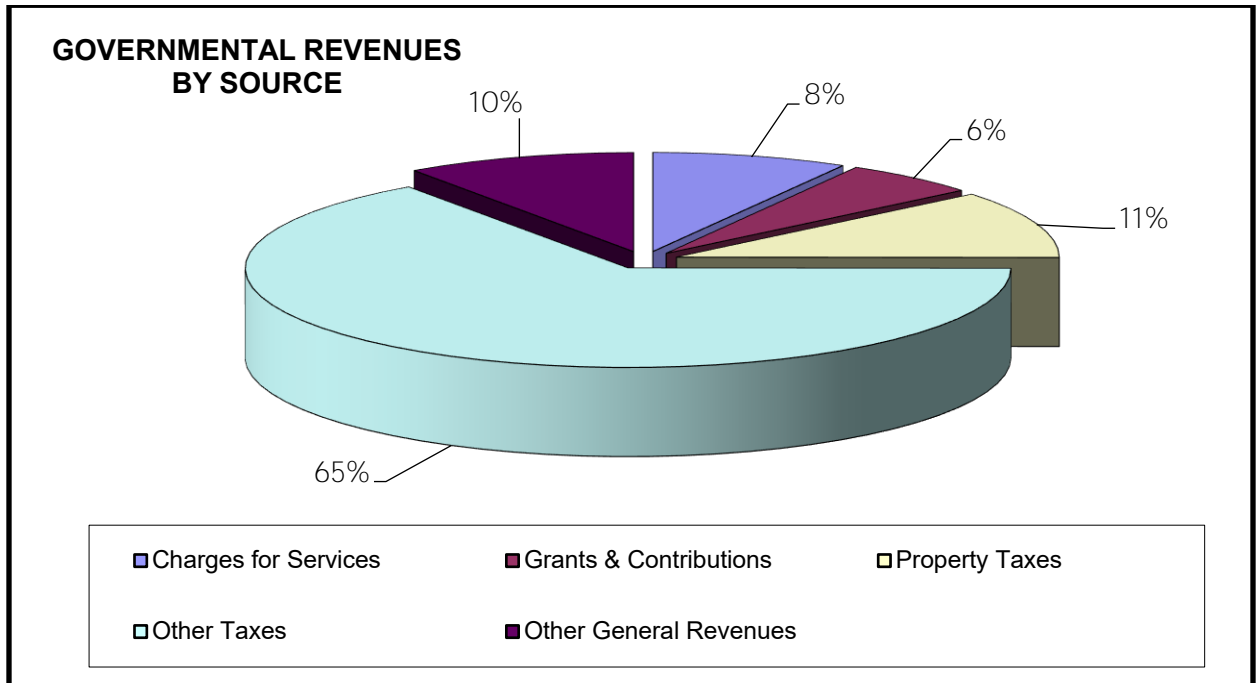
Salary increases (annual adjustments and merit) – the ability to attract and retain staff members, requires the City to strive to approach a competitive salary range position in the marketplace.

Inflation – the City is a major consumer of certain commodities such as supplies, fuel and parts. Due to significant inflation, some functions may experience unusual commodity specific increases.

CITY OF DARIEN
Management's Discussion and Analysis
For the Year Ended April 30, 2023

GOVERNMENTAL ACTIVITIES

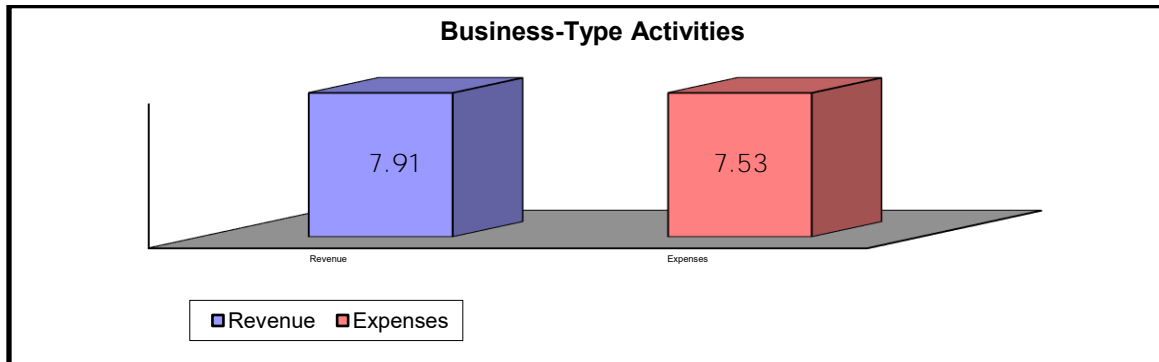
The percentages illustrated below, represent the governmental revenues and expenditures by source/function per page 6 of the MD&A, column 1.



CITY OF DARIEN
Management's Discussion and Analysis
For the Year Ended April 30, 2023

Business Type Activities

The amounts illustrated below, represent the business-type revenues and expenditures by activity per page 6 of the MD&A, column 2.



The Business-Type activity of the City of Darien includes the Water Department. The Water Department serves the city residents and businesses; pricing of water is based on fees determined by the supplier of water, the DuPage Water Commission. The City of Darien has been able to avoid raising water rates to its residents and businesses over the past several years, even though there have been increases in the fee for the supply of water by the DuPage Water Commission. Sales of water (revenues) can be affected by climate, at times, with warmer and drier summers bringing higher demand. The total revenues of the Water Department decreased by \$0.10 million in comparison to the prior year.

The City pays all of the general expenses from the general fund. On an annual basis, a transfer in the amount of \$250 thousand is done from the Water Department to the General Fund. The reason this transfer is done, is to cover the overhead worked on behalf of the Water Department, yet captured within the General Fund. Total expenses increased \$0.53 million for this fiscal year.

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

The City of Darien uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds: The focus of the City of Darien's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City of Darien financing requirements.

The City of Darien's major funds include; the General Fund and the Capital Improvement Fund.

At of the end of the current fiscal year, the City of Darien's governmental funds reported a combined (major and non-major) ending fund balance of \$25.05 million.

CITY OF DARIEN

Management's Discussion and Analysis

For the Year Ended April 30, 2023

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital assets

At the end of fiscal year 2023, the City of Darien had total capital assets (net of accumulated depreciation) of \$14.10 million, invested in a broad range of capital assets including police and public works equipment, buildings, water facilities, roads, streets, and sewer lines.

(For more detail see Note 4 of the Audit Report)

Debt Administration

The debt administration discussion covers two types of debt reported by the City's financial statements. The City's governmental activities include the general obligation bond issuance for the acquisition and construction of major capital facilities. Overall, the City's governmental activities report a total debt of \$31.73 million. The City began the fiscal year with a balance of \$28.31 million in debt.

In the City's business-type activities a total debt of \$4.14 million is reported. The City began the fiscal year with a balance of \$4.20 million in debt. The business activity debt is paid primarily by revenues generated by the Water Department's sale of water fee for service. The general obligation bonds of the business-type activity are obligations of the business-type activity only and are used for infrastructure and building improvements to the system. (More detailed information about the City's long-term liabilities is presented in Note 6 of the financial statements.)

FACTORS BEARING ON THE CITY'S FUTURE

The general economic conditions of DuPage County, Cook County, and the Chicago metropolitan statistical area are affected by the national economics. The unemployment rate for the most recent period available for this year is 4.4% County-wide (Local Area unemployment Statistics LAUS web site). The City's future is also affected by the sales tax base, which can vary based upon the vacancy rate of the local retail establishments, which are affected by the national economy. The City will continue to monitor the rapidly changing economic conditions to determine appropriate action necessary to maintain the City's sound financial condition, operations, and services.

The City's expenditures are comprised mostly of salaries, benefits and capital projects. Other factors bearing on the City's future include increases in water rates charged by DuPage Water Commission and the City of Chicago, and the general state of the economy. The uncertainty and financial problems with the State of Illinois is a concern for all Illinois municipalities. All of the local economic factors, revenue projections, and analysis of the City's expenditures are factored in the future fiscal budget plans.

CITY OF DARIEN

Management's Discussion and Analysis

For the Year Ended April 30, 2023

REQUESTS FOR INFORMATION

This financial report is designed to provide the City's citizens, taxpayers, and creditors with a general overview of the City's finances; as well as, to demonstrate the City's accountability for the money it receives. If you have questions about this report, or need additional financial information, contact City Hall:

Bryon Vana
City Administrator
1702 Plainfield Road
Darien, Illinois 60561

Michael J. Coren
City Treasurer
1702 Plainfield Road
Darien, Illinois 60561

BASIC FINANCIAL STATEMENTS

CITY OF DARIEN, ILLINOIS

STATEMENT OF NET POSITION

April 30, 2023

	Primary Government		
	Governmental	Business-Type	
	Activities	Activities	Total
ASSETS			
Cash and cash equivalents	\$ 22,678,468	\$ 4,207,498	\$ 26,885,966
Receivables (net, where applicable, of allowances for uncollectibles)			
Property taxes	2,481,572	-	2,481,572
Accounts	-	1,403,973	1,403,973
Intergovernmental	2,045,119	-	2,045,119
Leases	2,464,045	-	2,464,045
Other	2,468,102	610,513	3,078,615
Inventories	60,009	-	60,009
Capital assets not being depreciated	819,529	100,000	919,529
Capital assets being depreciated	4,826,934	8,349,915	13,176,849
 Total assets	 37,843,778	 14,671,899	 52,515,677
DEFERRED OUTFLOWS OF RESOURCES			
Unamortized loss on refunding	-	60,949	60,949
Pension items - police	5,108,442	-	5,108,442
Pension items - IMRF	1,355,505	537,810	1,893,315
Pension items - OPEB	247,254	37,086	284,340
 Total deferred outflows of resources	 6,711,201	 635,845	 7,347,046
 Total assets and deferred outflows of resources	 44,554,979	 15,307,744	 59,862,723
LIABILITIES			
Accounts payable	679,770	496,093	1,175,863
Accrued payroll	248,096	21,756	269,852
Accrued interest payable	934	35,033	35,967
Deposits payable	47,540	-	47,540
Unearned revenue	-	-	-
Noncurrent liabilities			
Due within one year	369,164	619,506	988,670
Due in more than one year	31,365,074	3,517,690	34,882,764
 Total liabilities	 32,710,578	 4,690,078	 37,400,656
DEFERRED INFLOWS OF RESOURCES			
Deferred property taxes	2,483,472	-	2,483,472
Deferred inflow - leases	2,394,322	-	2,394,322
Pension items - police	185,186	-	185,186
Pension items - IMRF	55,380	21,972	77,352
Pension items - OPEB	311,806	47,560	359,366
 Total deferred inflows of resources	 5,430,166	 69,532	 5,499,698
 Total liabilities and deferred inflows of resources	 38,140,744	 4,759,610	 42,900,354
NET POSITION			
Net investment in capital assets	5,536,463	5,190,857	10,727,320
Restricted for			
Special service area	21,256	-	21,256
Storm sewer	56,029	-	56,029
Public safety	335,383	-	335,383
Highways and streets	1,474,111	-	1,474,111
Unrestricted (deficit)	(1,009,007)	5,357,277	4,348,270
 TOTAL NET POSITION	 \$ 6,414,235	 \$ 10,548,134	 \$ 16,962,369

See accompanying notes to financial statements.

CITY OF DARIEN, ILLINOIS

STATEMENT OF ACTIVITIES

For the Year Ended April 30, 2023

FUNCTIONS/PROGRAMS	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
PRIMARY GOVERNMENT				
Governmental Activities				
General government	\$ 2,149,554	\$ 1,024,649	\$ -	\$ -
Highways and streets	6,905,528	638,224	899,477	246,759
Public safety	10,209,904	216,680	161,166	-
Interest and fiscal charges on long-term debt	5,891	-	-	-
Total governmental activities	19,270,877	1,879,553	1,060,643	246,759
Business-Type Activities				
Water operations	7,534,007	7,727,701	-	-
Total business-type activities	7,534,007	7,727,701	-	-
TOTAL PRIMARY GOVERNMENT	\$ 26,804,884	\$ 9,607,254	\$ 1,060,643	\$ 246,759

Net (Expense) Revenue and Change in Net Position			
Primary Government			
Governmental Activities	Business-Type Activities	Total	
\$ (1,124,905)	\$ -	\$ (1,124,905)	
(5,121,068)	-	(5,121,068)	
(9,832,058)	-	(9,832,058)	
(5,891)	-	(5,891)	
(16,083,922)	-	(16,083,922)	
-	193,694	193,694	
-	193,694	193,694	
(16,083,922)	193,694	(15,890,228)	
General Revenues			
Taxes			
Property	2,503,214	-	2,503,214
Replacement	24,334	-	24,334
Telecommunications	262,608	-	262,608
Utility	1,241,867	-	1,241,867
Amusement	93,399	-	93,399
Hotel/motel	85,597	-	85,597
Road and bridge	240,832	-	240,832
Video gaming	313,989	-	313,989
Cannabis	34,655	-	34,655
Local gas	222,868	-	222,868
Food and beverage	731,250	-	731,250
Intergovernmental			
Income tax	3,556,503	-	3,556,503
Sales	7,097,024	-	7,097,024
Local use	905,241	-	905,241
Grants	1,569,077	-	1,569,077
Investment income	577,416	147,362	724,778
Miscellaneous	63,858	37,167	101,025
Total	19,523,732	184,529	19,708,261
CHANGE IN NET POSITION	3,439,810	378,223	3,818,033
NET POSITION, MAY 1	2,974,425	10,169,911	13,144,336
NET POSITION, APRIL 30	\$ 6,414,235	\$ 10,548,134	\$ 16,962,369

See accompanying notes to financial statements.

CITY OF DARIEN, ILLINOIS

BALANCE SHEET
GOVERNMENTAL FUNDS

April 30, 2023

	General	Capital Improvements	Nonmajor	Total
ASSETS				
Cash and cash equivalents	\$ 6,738,795	\$ 14,144,082	\$ 1,795,591	\$ 22,678,468
Receivables (net, where applicable, of allowances for uncollectibles)				
Property taxes	2,397,131	84,441	-	2,481,572
Intergovernmental	1,966,918	-	78,201	2,045,119
Leases	2,464,045	-	-	2,464,045
Other	2,181,923	286,179	-	2,468,102
Inventory	60,009	-	-	60,009
TOTAL ASSETS	\$ 15,808,821	\$ 14,514,702	\$ 1,873,792	\$ 32,197,315
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Accounts payable	\$ 547,815	\$ 75,746	\$ 56,209	\$ 679,770
Accrued payroll	248,096	-	-	248,096
Deposits payable	47,540	-	-	47,540
Unearned revenue	-	-	-	-
Total liabilities	843,451	75,746	56,209	975,406
DEFERRED INFLOWS OF RESOURCES				
Unavailable property taxes	2,399,031	84,441	-	2,483,472
Deferred inflow - leases	2,394,322	-	-	2,394,322
Other unavailable revenue	1,002,953	286,179	-	1,289,132
Total deferred inflows of resources	5,796,306	370,620	-	6,166,926
Total liabilities and deferred inflows of resources	6,639,757	446,366	56,209	7,142,332
FUND BALANCES				
Nonspendable				
Inventory	60,009	-	-	60,009
Restricted				
Special service area	-	-	21,256	21,256
Storm sewer	-	-	56,029	56,029
Public safety	69,196	-	266,187	335,383
Highways and streets	-	-	1,474,111	1,474,111
Unrestricted				
Assigned				
Capital improvements	-	14,068,336	-	14,068,336
Unassigned				
General fund	9,039,859	-	-	9,039,859
Total fund balances	9,169,064	14,068,336	1,817,583	25,054,983
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 15,808,821	\$ 14,514,702	\$ 1,873,792	\$ 32,197,315

See accompanying notes to financial statements.

CITY OF DARIEN, ILLINOIS

**RECONCILIATION OF FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF NET POSITION**

For the Year Ended April 30, 2023

FUND BALANCES OF GOVERNMENTAL FUNDS	\$ 25,054,983
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental funds	5,646,463
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds	
Bonds payable	(110,000)
Compensated absences payable	(911,225)
Other long-term receivables are not available to pay for current period expenditures and, therefore, are deferred in the governmental funds	1,289,132
Net pension liability for the Illinois Municipal Retirement Fund is shown as a liability on the statement of net position	(1,379,793)
Differences between expected and actual experiences, assumption changes, net differences between projected and actual earnings, and contributions subsequent to the measurement date for the Illinois Municipal Retirement Fund are recognized as deferred outflows and inflows of resources on the statement of net position	1,300,125
Net pension liability for the Police Pension Fund is shown as a liability on the statement of net position	(28,025,679)
Differences between expected and actual experiences, assumption changes, and net differences between projected and actual earnings for the Police Pension Fund are recognized as deferred outflows and inflows of resources on the statement of net position	4,923,256
Total other postemployment benefit plan liability is shown as a liability on the statement of net position	(1,307,541)
Differences between expected and actual experiences and assumption changes for the other postemployment benefit plan are recognized as deferred outflows and inflows of resources on the statement of net position	(64,552)
Accrued interest payable is not recorded in governmental funds but is recorded on the statement of net position	(934)
NET POSITION OF GOVERNMENTAL ACTIVITIES	<u><u>\$ 6,414,235</u></u>

See accompanying notes to financial statements.

CITY OF DARIEN, ILLINOIS**STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS**

For the Year Ended April 30, 2023

	General	Capital Improvements	Nonmajor	Total
REVENUES				
Taxes	\$ 5,555,756	\$ 193,843	\$ 5,015	\$ 5,754,614
Licenses and permits	1,308,992	-	-	1,308,992
Intergovernmental	11,570,248	1,573,244	1,291,756	14,435,248
Charges for services	578,680	-	-	578,680
Investment income	209,510	325,154	42,752	577,416
Miscellaneous	23,787	-	-	23,787
Total revenues	19,246,973	2,092,241	1,339,523	22,678,737
EXPENDITURES				
Current				
General government	2,081,021	-	-	2,081,021
Highways and streets	2,554,770	31,836	647,445	3,234,051
Public safety	8,341,053	-	88,253	8,429,306
Capital outlay	-	3,473,259	19,974	3,493,233
Debt service				
Principal	-	185,000	-	185,000
Interest and fiscal charges	-	7,240	-	7,240
Total expenditures	12,976,844	3,697,335	755,672	17,429,851
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	6,270,129	(1,605,094)	583,851	5,248,886
OTHER FINANCING SOURCES (USES)				
Transfers in	-	5,500,000	-	5,500,000
Transfers (out)	(5,500,000)	-	-	(5,500,000)
Total other financing sources (uses)	(5,500,000)	5,500,000	-	-
NET CHANGE IN FUND BALANCES	770,129	3,894,906	583,851	5,248,886
FUND BALANCES, MAY 1	8,398,935	10,173,430	1,233,732	19,806,097
FUND BALANCES, APRIL 30	\$ 9,169,064	\$ 14,068,336	\$ 1,817,583	\$ 25,054,983

See accompanying notes to financial statements.

CITY OF DARIEN, ILLINOIS

**RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE
GOVERNMENTAL ACTIVITIES IN THE STATEMENT OF ACTIVITIES**

For the Year Ended April 30, 2023

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	\$ 5,248,886
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlay as expenditures; however, they are capitalized and depreciated in the statement of activities	301,600
Some expenses in the statement of activities (e.g., depreciation) do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds	(598,386)
Proceeds from the disposal of capital assets is reported in the governmental funds, but gain or loss on the disposal of capital assets is calculated and reported in the statement of activities	(40,732)
Revenues in the statement of activities that are not available in governmental funds are not reported as revenue in governmental funds until received	31,950
The repayment of the principal portion long-term debt is reported as an expenditure when due in governmental funds but as a reduction of principal outstanding in the statement of activities	185,000
The change in accrued interest payable on long-term debt is reported as an expense on the statement of activities	1,349
The change in compensated absences payable is shown as an expense on the statement of activities	(119,983)
The change in the net pension liability for the Illinois Municipal Retirement Fund is reported only in the statement of activities	(3,725,023)
The change in deferred outflows and inflows of resources for the Illinois Municipal Retirement Fund is reported only in the statement of activities	3,664,685
The change in the net pension liability for the Police Pension Fund is reported only in the statement of activities	(2,297,794)
The change in deferred outflows and inflows of resources for the Police Pension Fund is reported only in the statement of activities	743,944
The change in the total other postemployment benefit liability is reported only in the statement of activities	183,887
The change in deferred outflows and inflows of resources for the other postemployment benefit plan is reported only in the statement of activities	<u>(139,573)</u>
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	<u>\$ 3,439,810</u>

See accompanying notes to financial statements.

CITY OF DARIEN, ILLINOIS

**STATEMENT OF NET POSITION
PROPRIETARY FUNDS**

April 30, 2023

	Business-Type Activities Water Operations
CURRENT ASSETS	
Cash and cash equivalents	\$ 4,207,498
Receivables (net, where applicable, of allowances for uncollectibles)	
Water - billed	869
Water - unbilled	1,403,104
Other	610,513
Total current assets	6,221,984
NONCURRENT ASSETS	
Capital assets	
Assets not being depreciated	100,000
Assets being depreciated	
Cost	20,314,565
Accumulated depreciation	(11,964,650)
Net capital assets being depreciated	8,349,915
Total noncurrent assets	8,449,915
Total assets	14,671,899
DEFERRED OUTFLOWS OF RESOURCES	
Unamortized loss on refunding	60,949
Pension items - IMRF	537,810
Pension items - OPEB	37,086
Total deferred outflows of resources	635,845
Total assets and deferred outflows of resources	15,307,744

(This statement is continued on the following page.)

CITY OF DARIEN, ILLINOIS

STATEMENT OF NET POSITION (Continued)
PROPRIETARY FUNDS

April 30, 2023

	Business-Type Activities Water Operations
CURRENT LIABILITIES	
Accounts payable	\$ 496,093
Accrued payroll	21,756
Accrued interest payable	35,033
Bonds payable	590,000
Compensated absences payable	11,042
Total OPEB liability	18,464
Total current liabilities	1,172,388
LONG-TERM LIABILITIES	
Bonds payable	2,730,007
Compensated absences payable	62,570
Net pension liability	547,446
Total OPEB liability	177,667
Total long-term liabilities	3,517,690
Total liabilities	4,690,078
DEFERRED INFLOWS OF RESOURCES	
Pension items - IMRF	21,972
Pension items - OPEB	47,560
Total deferred inflows of resources	69,532
Total liabilities and deferred inflows of resources	4,759,610
NET POSITION	
Net investment in capital assets	5,190,857
Unrestricted	5,357,277
TOTAL NET POSITION	\$ 10,548,134

See accompanying notes to financial statements.

CITY OF DARIEN, ILLINOIS

**STATEMENT OF REVENUES, EXPENSES,
AND CHANGES IN NET POSITION
PROPRIETARY FUNDS**

For the Year Ended April 30, 2023

	Business-Type Activities Water Operations
OPERATING REVENUES	
Water sales	\$ 7,658,766
Inspections/tap on/permits	49,258
Sale of meters	6,056
Other water sales	13,621
Total operating revenues	<u>7,727,701</u>
OPERATING EXPENSES EXCLUDING DEPRECIATION	
Personnel services	968,916
Materials and supplies	1,028,879
Contractual services	4,866,915
Total operating expenses excluding depreciation	<u>6,864,710</u>
OPERATING INCOME BEFORE DEPRECIATION	862,991
Depreciation	<u>552,297</u>
OPERATING INCOME	<u>310,694</u>
NON-OPERATING REVENUES (EXPENSES)	
Investment income	147,362
Miscellaneous income	37,167
Interest expense	(117,000)
Total non-operating revenues (expenses)	<u>67,529</u>
CHANGE IN NET POSITION	378,223
NET POSITION, MAY 1	<u>10,169,911</u>
NET POSITION, APRIL 30	<u><u>\$ 10,548,134</u></u>

See accompanying notes to financial statements.

CITY OF DARIEN, ILLINOIS

**STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS**

For the Year Ended April 30, 2023

	Business-Type Activities Water Operations
CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers and users	\$ 7,779,692
Payments to suppliers	(5,827,010)
Payments to employees	(940,828)
Net cash from operating activities	<u>1,011,854</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
None	<u>-</u>
Net cash from noncapital financing activities	<u>-</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Purchase of capital assets	(3,463,805)
Principal payments	(570,000)
Interest and fiscal charges	(121,490)
Net cash from capital and related financing activities	<u>(4,155,295)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest received	<u>147,362</u>
Net cash from investing activities	<u>147,362</u>
NET (DECREASE) IN CASH AND CASH EQUIVALENTS	<u>(2,996,079)</u>
CASH AND CASH EQUIVALENTS, MAY 1	<u>7,203,577</u>
CASH AND CASH EQUIVALENTS, APRIL 30	<u><u>\$ 4,207,498</u></u>
RECONCILIATION OF OPERATING INCOME TO NET CASH FLOWS FROM OPERATING ACTIVITIES	
Operating income	\$ 310,694
Adjustments to reconcile operating income to net cash from operating activities	
Depreciation	552,297
Miscellaneous income	37,167
Changes in assets and liabilities	
Accounts receivable	14,824
Accounts payable	68,784
Accrued payroll	(69)
Compensated absences payable	3,924
Net pension liability - IMRF	662,643
Net pension liability - OPEB	(638,410)
NET CASH FROM OPERATING ACTIVITIES	<u><u>\$ 1,011,854</u></u>

See accompanying notes to financial statements.

CITY OF DARIEN, ILLINOIS

**STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS**

April 30, 2023

	<u>Pension Trust Fund</u>
ASSETS	
Cash and cash equivalents	\$ 568,397
Investments held in the Illinois Police Officers' Pension Investment Fund	32,314,408
Prepaid items	<u>955</u>
Total assets	<u>32,883,760</u>
LIABILITIES	
Benefits payable	<u>10,023</u>
Total liabilities	<u>10,023</u>
NET POSITION RESTRICTED FOR PENSION BENEFITS	<u><u>\$ 32,873,737</u></u>

See accompanying notes to financial statements.

CITY OF DARIEN, ILLINOIS

**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
POLICE PENSION FUND**

For the Year Ended April 30, 2023

ADDITIONS

Contributions	
Employer	\$ 2,113,126
Employee	<u>356,613</u>
Total contributions	<u>2,469,739</u>
Investment income	
Net appreciation in fair value of investments	451,700
Interest	<u>235,490</u>
Total investment income	687,190
Less investment expense	<u>(64,255)</u>
Net investment income	<u>622,935</u>
Total additions	<u>3,092,674</u>

DEDUCTIONS

Pension benefits	2,917,849
Administrative expenses	<u>57,277</u>
Total deductions	<u>2,975,126</u>

NET INCREASE 117,548

**NET POSITION RESTRICTED
FOR PENSION BENEFITS**

May 1	<u>32,756,189</u>
April 30	<u><u>\$ 32,873,737</u></u>

See accompanying notes to financial statements.

CITY OF DARIEN, ILLINOIS

NOTES TO FINANCIAL STATEMENTS

April 30, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Darien, Illinois (the City) have been prepared in conformity with accounting principles generally accepted in the United States of America, as applied to government units (hereinafter referred to as generally accepted accounting principles (GAAP)). The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

a. Reporting Entity

The City is a municipal corporation governed by a seven-member council consisting of seven aldermen and the mayor. As required by GAAP, these financial statements present the City and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the City's operations and so data from these units are combined with data of the primary government.

The City's financial statements include one fiduciary component unit.

Police Pension Employees Retirement System

The City's police employees participate in the Police Pension Employees Retirement System (PPERS). PPERS functions for the benefit of these employees and is governed by a five-member pension board. Two members appointed by the City's Mayor, one elected pension beneficiary, and two elected police employees constitute the pension board. The City and PPERS participants are obligated to fund all PPERS costs based upon actuarial valuations. The State of Illinois is authorized to establish benefit levels and the City is authorized to approve the actuarial assumptions used in the determination of contribution levels. Accordingly, the PPERS is fiscally dependent on the City. Separate financial statements are not available for the PPERS. PPERS is reported as a pension trust fund.

b. Fund Accounting

The City uses funds to report on its financial position and the changes in its financial position. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain city functions or activities.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

b. Fund Accounting (Continued)

A fund is a separate accounting entity with a self-balancing set of accounts.

Funds are classified into the following categories: governmental, proprietary, and fiduciary.

Governmental funds are used to account for all or most of the City's general activities. Special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. Capital projects funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest. The General Fund is used to account for all activities of the general government not accounted for in some other fund.

Proprietary funds are used to account for activities similar to those found in the private sector, where the determination of net income is necessary or useful to sound financial administration. Goods or services from such activities can be provided either to outside parties (enterprise funds) or to other departments or agencies primarily within the City (internal service funds).

Fiduciary funds are used to account for assets held on behalf of outside parties, including other governments. The City utilizes pension trust funds which are generally used to account for assets that the City holds in fiduciary capacity or on behalf of others as their agent.

c. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the statements of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. The effect of material interfund activity has been eliminated from these financial statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function, segment, or program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include (1) charges to customers or applicants who purchase, use, or

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

c. Government-Wide and Fund Financial Statements (Continued)

directly benefit from goods, services, or privileges provided by a given function or segment and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

The General Fund is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

The Capital Improvements Fund is used to account for all restricted, committed, or assigned resources used for the acquisition of general capital assets including infrastructure capital assets.

The City reports the following major proprietary fund:

The Water Operations Fund accounts for the provision of water and sewer services to the residents of the City. All activities necessary to provide such services are accounted for in this fund including, but not limited to, administration, operations, financing and related debt service, and billing and collections.

The City reports the following fiduciary funds:

The Police Pension Fund accounts for the activities of the accumulation of resources to pay pension costs. Resources are contributed by members at rates fixed by state statutes and by the City which uses the annual property tax levy to fund the employer contribution.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

d. Measurement Focus, Basis of Accounting, and Basis of Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and pension trust fund financial statements. Revenues and additions are recorded when earned and expenses and deductions are recorded when a liability is incurred. Property taxes are recognized as revenues in the year for which they are levied (i.e., intended to finance). Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met. Operating revenues and expenses are directly attributable to the operation of the proprietary funds. Non-operating revenue/expenses are incidental to the operations of these funds.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available). “Measurable” means the amount of the transaction can be determined and “available” means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, except for sales taxes, and telecommunications taxes which use a 90-day period. The City recognizes property taxes when they become both measurable and available in the year intended to finance. Expenditures are recorded when the related fund liability is incurred. Principal and interest on general long-term debt are recorded as expenditures when due.

Sales taxes owed to the state at year end; franchise taxes, licenses, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and are recognized as revenues of the current fiscal period. Income and motor fuel taxes and fines collected and held by the state or county at year end on behalf of the City are also recognized as revenue. Fines and permits revenues are not susceptible to accrual because generally they are not measurable until received in cash.

In applying the susceptible to accrual concept to intergovernmental revenues (i.e., federal and state grants), the legal and contractual requirements of the numerous individual programs are used as guidelines. Monies that are virtually unrestricted as to purpose of expenditure, which are usually revocable only for failure to comply with prescribed compliance requirements, are reflected as revenues at the time of receipt or earlier if the susceptible to accrual criteria are met.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

d. Measurement Focus, Basis of Accounting, and Basis of Presentation (Continued)

The City reports unearned and unavailable/deferred revenue on its financial statements. Unavailable/deferred revenues arise when potential revenue does not meet both the measurable and available or period intended to finance criteria for recognition in the current period. Unearned revenues arise when resources are received by the government before it has legal claim to them as when grant monies are received prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the government has a legal claim to the resources, the liability for unearned revenue and the deferred inflows of resources for unavailable/deferred revenue is removed from the financial statements and revenue is recognized.

e. Cash and Investments

Cash and Cash Equivalents

For purposes of the statement of cash flows, the City's proprietary funds consider all highly liquid investments with an original maturity of three months or less when purchased to be cash equivalents.

Investments

City investments with a maturity of one year or less when purchased are stated at cost or amortized cost. City investments with a maturity greater than one year when purchased and all pension fund investments are stated at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

f. Interfund Receivables/Payables

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans). All other outstanding balances between funds are reported as "due to/from other funds."

g. Inventories

Inventories are valued at cost, which approximates market, using the first-in/first-out (FIFO) method. The costs of governmental fund inventories, if any, are recorded as expenditures when purchased.

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

h. Prepaid Items/Expenses

Payments made to vendors for services that will benefit periods beyond the date of this report, if any, are recorded as prepaid items/expenses and are recognized on the consumption method.

i. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, and storm sewers), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of more than \$50,000 for machinery, equipment, and vehicles, \$100,000 for building improvements, \$100,000 for buildings, \$200,000 for infrastructure and an estimated useful life in excess of one year, and any amount for land. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Property, plant, and equipment are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	25-50
Building improvements	8-25
Land improvements	15-35
Machinery, vehicles, and equipment	5-20
Infrastructure - streets	25-50
Waterworks and sewage system	25

j. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. Vacations must be taken in the year following the one in which it was earned. Unused vacation time is not allowed to be carried over to the subsequent year without approval. Sick leave may be accumulated for future use.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

j. Compensated Absences (Continued)

City employees may accrue up to 120 or 150 hours depending on the employment classification. The City's policy allows for a bonus to be paid for those employees who have not used sick days in the given year. Accumulated amounts are paid out at retirement at a rate of 50% of the employee's current hourly salary rate.

Vested or accumulated vacation leave are reported as an expenditure and a fund liability of the governmental fund that will pay it once retirement or separation has occurred. Vested or accumulated vacation and sick leave of proprietary funds and governmental activities are recorded as an expense and liability of those funds as the benefits accrue to employees.

k. Long-Term Obligations

In the government-wide financial statements and proprietary funds in the fund financial statements, long-term debt, and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund financial statements. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are recognized as expense during the current period.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as expenditures.

l. Fund Balances/Net Position

In the fund financial statements, governmental funds report nonspendable fund balance for amounts that are either not in spendable form or legally or contractually required to be maintained intact. Restrictions of fund balance are reported for amounts constrained by legal restrictions from outside parties for use for a specific purpose, or externally imposed by outside entities. Committed fund balance is constrained by formal actions of the City Council, which is considered the City's highest level of decision-making authority. Formal actions include ordinances approved by the City Council. Assigned fund balance represents amounts constrained by the City's intent to use them for a specific purpose. The authority to assign fund balance has been delegated to the City Administrator. Any residual fund balance of the General Fund or any deficit fund balance in other governmental funds are reported as unassigned.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

l. Fund Balances/Net Position (Continued)

The City has not adopted a flow of funds policy and, therefore, applies the flow of funds from GASB Statement No. 54, which prescribes that the funds with the highest level of constraint are expended first. If restricted or unrestricted funds are available for spending, the restricted funds are spent first. Additionally, if different levels of unrestricted funds are available for spending the City considers committed funds to be expended first followed by assigned and then unassigned funds. For net position, restricted funds are spent first then unrestricted funds.

In the government-wide financial statements, restricted net position is legally restricted by outside parties for a specific purpose. Net investment in capital assets represents the City's investment in the book value of capital assets, less any outstanding debt that was issued to construct or acquire the capital asset.

None of the restricted net position or restricted fund balance results from enabling legislation adopted by the City.

m. Interfund Transactions

Interfund services are accounted for as revenues, expenditures, or expenses. Transactions that constitute reimbursements to a fund for expenditures/expenses initially made from it that are properly applicable to another fund are recorded as expenditures/expenses in the reimbursing fund and as reductions of expenditures/expenses in the fund that is reimbursed.

All other interfund transactions, except interfund services and reimbursements, are reported as transfers.

n. Accounting Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

o. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

2. DEPOSITS AND INVESTMENTS

The City and pension fund categorize the fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The City did not have any investments subject to fair value measurement at April 30, 2023.

The City maintains a cash and investment pool that is available for use by all funds, except the pension trust funds. Each fund's portion of this pool is displayed on the financial statements as "cash and investments." In addition, cash and investments are separately held by several of the City's funds. The deposits and investments of the pension trust funds are held separately from those of other funds.

a. City Deposits and Investments

The City's investment policy authorizes the City to invest in all investments allowed by Illinois Compiled Statutes (ILCS). These include deposits/investments in insured commercial banks, savings and loan institutions, obligations of the U.S. Treasury and U.S. agencies, insured credit union shares, money market mutual funds with portfolios of securities issued or guaranteed by the United States Government or agreements to repurchase these same obligations, repurchase agreements, short-term commercial paper rated within the three highest classifications by at least two standard rating services, The Illinois Funds (created by the Illinois State Legislature under the control of the State Treasurer that maintains a \$1 per share value which is equal to the participants fair value), and the Illinois Metropolitan Investment Fund (IMET).

2. DEPOSITS AND INVESTMENTS (Continued)

a. City Deposits and Investments (Continued)

The Illinois Public Treasurers' Investment Pool, known as The Illinois Funds, operates as a qualified external investment pool in accordance with the criteria established in GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, and thus, reports all investments at amortized cost rather than fair value. The investment in The Illinois Funds by participants is also reported at amortized cost. The Illinois Funds does not have any limitations or restrictions on participant withdrawals. The Illinois Treasurer's Office issues a separate financial report for The Illinois Funds which may be obtained by contacting the Administrative Office at Illinois Business Center, 400 West Monroe Street, Suite 401, Springfield, Illinois 62704.

IMET is a local government investment pool. Created in 1996 as a not-for-profit trust formed under the Intergovernmental Cooperation Act and the Illinois Municipal Code. IMET was formed to provide Illinois government agencies with safe, liquid, attractive alternatives for investing and is managed by a Board of Trustees elected from the participating members. IMET offers participants two separate vehicles to meet their investment needs. The IMET Convenience Fund (CVF) is designed to accommodate funds requiring high liquidity, including short term cash management programs and temporary investment of bond proceeds. It is comprised of collateralized and FHLB LoC backed bank deposits, FDIC insured certificates of deposit and U.S. Government securities. Member withdrawals are generally on the same day as requested. Investments in IMET are valued at IMET's share price, which is the price the investment could be sold.

It is the policy of the City to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds, using the "prudent person" standard for managing the overall portfolio. The primary objectives of the policy are, in order of priority, safety of principal, liquidity, and yield.

Deposits with Financial Institutions

Custodial credit risk for deposits with financial institutions is the risk that in the event of bank failure, the City's deposits may not be returned to it. The City's investment policy requires pledging of collateral for all bank balances in excess of federal depository insurance. The investment policy does not address how collateral is held. The City's deposits are insured through a letter of credit in the City's name.

2. DEPOSITS AND INVESTMENTS (Continued)

a. City Deposits and Investments (Continued)

Investments

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. In accordance with its investment policy, the City limits its exposure to interest rate risk by structuring the portfolio to provide liquidity for short and long-term cash flow needs while providing a reasonable rate of return based on the current market. Unless matched to a specific cash flow, the City does not directly invest in securities maturing more than five years from the date of purchase.

Credit risk is the risk that the issuer of a debt security will not pay its par value upon maturity. The City limits its exposure to credit risk by limiting investments to the types of securities listed above; pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business in accordance with the City's investment policy; diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized. The Illinois Funds and IMET are rated Aaa.

Custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to the investment, the City will not be able to recover the value of its investments that are in possession of an outside party. To limit its exposure, the City's investment policy requires all security transactions that are exposed to custodial credit risk to be processed on a delivery versus payment (DVP) basis with the underlying investments held by an independent third-party custodian and evidenced by safekeeping receipts.

Concentration of credit risk is the risk that the City has a high percentage of its investments invested in one type of investment. The City's investment policy requires diversification of investments to avoid unreasonable risk.

The investments shall be diversified by:

- Limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities);
- Limiting investment in securities that have higher credit risks;
- Investing in securities with varying maturities; and
- Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

3. RECEIVABLES

a. Property Taxes

Property taxes for 2022 attached as an enforceable lien on January 1, 2022, on property values assessed as of the same date. Taxes are levied by December of the subsequent fiscal year (by passage of a Tax Levy Ordinance). Tax bills are prepared by the County and issued on or about May 1, 2023, and are payable in two installments, on or about June 1, 2023 and September 1, 2023. The County collects such taxes and remits them periodically. The allowance for uncollectible taxes has been stated at 1% of the tax levy, to reflect actual collection experience. As the 2022 tax levy is intended to fund expenditures for the 2023-2024 fiscal year, these taxes are unavailable/deferred as of April 30, 2023.

The 2023 tax levy, which attached as an enforceable lien on property as of January 1, 2023, has not been recorded as a receivable as of April 30, 2023 as the tax has not yet been levied by the City and will not be levied until December 2023 and, therefore, the levy is not measurable at April 30, 2023.

b. Due from Other Governments and Other Receivables

	General	Motor Fuel Tax Fund	Capital Improvements	Total
GOVERNMENTAL ACTIVITIES				
Intergovernmental				
Sales tax	\$ 1,651,846	\$ -	\$ -	\$ 1,651,846
Local use tax	221,353	-	-	221,353
Motor fuel tax	-	78,201	-	78,201
Telecommunications tax	64,633	-	-	64,633
Video gaming tax	29,086	-	-	29,086
Total intergovernmental	1,966,918	78,201	-	2,045,119
Other receivables				
Franchise fees	9,614	-	-	9,614
Hotel/motel tax	8,084	-	-	8,084
Amusement tax	14,385	-	-	14,385
Utility tax	82,733	-	-	82,733
Food/beverage tax	62,288	-	-	62,288
IRMA	1,002,953	-	-	1,002,953
IPBC	859,337	-	-	859,337
Economic incentives	-	-	286,179	286,179
Accounts	110,359	-	-	110,359
Other	32,170	-	-	32,170
Total other receivables	2,181,923	-	286,179	2,468,102
TOTAL GOVERNMENTAL ACTIVITIES	\$ 4,148,841	\$ 78,201	\$ 286,179	\$ 4,513,221

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

4. CAPITAL ASSETS

Capital asset activity for the year ended April 30, 2023 was as follows:

	Balances May 1	Increases	Decreases/ Transfers	Balances April 30
GOVERNMENTAL ACTIVITIES				
Capital assets not being depreciated				
Land	\$ 819,529	\$ -	\$ -	\$ 819,529
Total capital assets not being depreciated	819,529	-	-	819,529
Capital assets being depreciated				
Buildings and improvements	5,700,539	-	-	5,700,539
Machinery, vehicles, and equipment	3,939,170	291,700	65,202	4,165,668
Infrastructure	12,861,240	9,900	-	12,871,140
Total capital assets being depreciated	22,500,949	301,600	65,202	22,737,347
Less accumulated depreciation for				
Buildings and improvements	3,616,683	130,347	-	3,747,030
Machinery, vehicles, and equipment	2,169,720	283,220	24,470	2,428,470
Infrastructure	11,550,094	184,819	-	11,734,913
Total accumulated depreciation	17,336,497	598,386	24,470	17,910,413
Total capital assets being depreciated, net	5,164,452	(296,786)	40,732	4,826,934
GOVERNMENTAL ACTIVITIES				
CAPITAL ASSETS, NET	\$ 5,983,981	\$ (296,786)	\$ 40,732	\$ 5,646,463

Depreciation expense was charged to functions/programs of the governmental activities as follows:

GOVERNMENTAL ACTIVITIES	
General government	\$ 55,653
Public safety	162,436
Highways and streets	<u>380,297</u>
TOTAL DEPRECIATION EXPENSE -	
GOVERNMENTAL ACTIVITIES	<u><u>\$ 598,386</u></u>

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

4. CAPITAL ASSETS (Continued)

	Balances May 1	Increases/ Transfers	Decreases	Balances April 30
BUSINESS-TYPE ACTIVITIES				
Capital assets not being depreciated				
Land	\$ 100,000	\$ -	\$ -	\$ 100,000
Total capital assets not being depreciated	100,000	-	-	100,000
Capital assets being depreciated				
Buildings and improvements	6,989,234	67,968	-	7,057,202
Machinery and equipment	275,736	393,230	-	668,966
Infrastructure	9,585,790	3,002,607	-	12,588,397
Total capital assets being depreciated	16,850,760	3,463,805	-	20,314,565
Less accumulated depreciation for				
Buildings and improvements	4,597,372	173,530	-	4,770,902
Machinery and equipment	151,701	60,931	-	212,632
Infrastructure	6,663,280	317,836	-	6,981,116
Total accumulated depreciation	11,412,353	552,297	-	11,964,650
Total capital assets being depreciated, net	5,438,407	2,911,508	-	8,349,915
BUSINESS-TYPE ACTIVITIES				
CAPITAL ASSETS, NET	\$ 5,538,407	\$ 2,911,508	\$ -	\$ 8,449,915

5. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; employee health; natural disasters; illnesses of employees; and injuries to the City's employees.

Intergovernmental Risk Management Agency

The City participates in the Intergovernmental Risk Management Agency (IRMA). IRMA is an organization of municipalities and special districts in northeastern Illinois that have formed an association under the Illinois Intergovernmental Cooperations Statute to pool their risk management needs. IRMA administers a mix of self-insurance and commercial insurance coverages; property/casualty and workers' compensation claim administration/litigation management services; unemployment claim administration; extension risk management/loss control consulting and training programs; and a risk information system and financial reporting service for its members.

5. RISK MANAGEMENT (Continued)

Intergovernmental Risk Management Agency (Continued)

The City's payments to IRMA are displayed on the financial statements as expenditures/expenses in appropriate funds. Each member assumes the first \$2,500 of each occurrence, and IRMA has a mix of self-insurance and commercial insurance at various amounts above that level.

Each member appoints one delegate, along with an alternate delegate, to represent the member on the Board of Directors. The City does not exercise any control over the activities of IRMA beyond its representation on the Board of Directors.

Initial contributions are determined each year based on the individual member's eligible revenue as defined in the by-laws of IRMA and experience modification factors based on past member loss experience. Members have a contractual obligation to fund any deficit of IRMA attributable to a membership year during which they were a member. Supplemental contributions may be required to fund these deficits. The City is aware of no additional contributions due to IRMA as of April 30, 2023.

Intergovernmental Personnel Benefit Cooperative

The City participates in the Intergovernmental Personnel Benefit Cooperative (IPBC). IPBC is a public entity risk pool established by certain units of local government in Illinois to administer some or all of the personnel benefit programs (primarily medical, dental, and life insurance coverage) offered by these members to their officers and employees and to the officers and employees of certain governmental, quasi governmental, and nonprofit public service entities.

The IPBC receives, processes, and pays such claims as may come within the benefit program of each member. Management consists of a Board of Directors comprised of one appointed representative from each member. In addition, there are two officers; a Benefit Administrator and a Treasurer. The City does not exercise any control over the activities of the IPBC beyond its representation on the Board of Directors.

6. LONG-TERM DEBT

a. General Obligation Bonds

The City issues general obligation bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds have been issued for general government activities. In addition, general obligation bonds have been issued to refund general obligation bonds. General obligation bonds are direct obligations and pledge the full faith and credit of the City.

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

a. General Obligation Bonds (Continued)

A summary of changes in long-term debt reported in the governmental activities of the City for the year ended April 30, 2023 is as follows:

Governmental Activities

Issue	Fund Debt Retired by	Balances May 1	Issuances	Retirements	Balances April 30	Due Within One Year
\$1,360,000 General Obligation Refunding Bonds, Series 2015 are due in annual installments (beginning January 1, 2017) ranging from \$110,000 to \$185,000 with interest from 1.25% to 2.20%. The last payment due is January 1, 2024.	Capital Improvement	\$ 295,000	\$ -	\$ 185,000	\$ 110,000	\$ 110,000
TOTAL GOVERNMENTAL BONDED DEBT		\$ 295,000	\$ -	\$ 185,000	\$ 110,000	\$ 110,000

Business-Type Activities

Issue	Fund Debt Retired by	Balances May 1	Issuances	Retirements	Balances April 30	Due Within One Year
\$2,810,000 General Obligation Refunding Bonds, Series 2012 are due in annual installments (beginning December 15, 2012) ranging from \$20,000 to \$290,000 with interest from 2.00% to 3.50%. The last payment is due on December 15, 2025.	Water	\$ 1,115,000	\$ -	\$ 265,000	\$ 850,000	\$ 275,000
\$3,500,000 General Obligation Bonds, Series 2018 are due in annual installments (beginning January 1, 2020) ranging from \$210,000 to \$375,000 with interest of 3%. The last payment is due on January 1, 2030.	Water	2,710,000	-	305,000	2,405,000	315,000
TOTAL BUSINESS-TYPE BONDED DEBT		\$ 3,825,000	\$ -	\$ 570,000	\$ 3,255,000	\$ 590,000

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

6. LONG-TERM DEBT (Continued)

b. Debt Service Requirements to Maturity

Annual debt service requirements to maturity are as follows:

Fiscal Year	Governmental Activities General Obligation Bonds			Business-Type Activities General Obligation Bonds		
	Principal	Interest	Total	Principal	Interest	Total
2024	\$ 110,000	\$ 2,420	\$ 112,420	\$ 590,000	\$ 101,900	\$ 691,900
2025	-	-	-	610,000	82,825	692,825
2026	-	-	-	620,000	63,100	683,100
2027	-	-	-	340,000	43,050	383,050
2028	-	-	-	355,000	32,850	387,850
2029	-	-	-	365,000	22,200	387,200
2030	-	-	-	375,000	11,250	386,250
TOTAL	\$ 110,000	\$ 2,420	\$ 112,420	\$ 3,255,000	\$ 357,175	\$ 3,612,175

c. Changes in Long-Term Liabilities

The following is a summary of changes in long-term liabilities during fiscal year 2023:

	Balances May 1	Additions	Reductions	Balances April 30	Due Within One Year
GOVERNMENTAL ACTIVITIES					
General obligation bonds	\$ 295,000	\$ -	\$ 185,000	\$ 110,000	\$ 110,000
Compensated absences payable*	791,242	238,669	118,686	911,225	136,684
Total OPEB liability*	1,491,428	-	183,887	1,307,541	122,480
Net pension liability*	25,727,885	3,677,587	-	29,405,472	-
TOTAL GOVERNMENTAL ACTIVITIES	\$ 28,305,555	\$ 3,916,256	\$ 487,573	\$ 31,734,238	\$ 369,164
BUSINESS-TYPE ACTIVITIES					
General obligation bonds	\$ 3,825,000	\$ -	\$ 570,000	\$ 3,255,000	\$ 590,000
Unamortized bond premium	83,189	-	18,182	65,007	-
Compensated absences payable	69,688	14,377	10,453	73,612	11,042
Total OPEB liability	224,830	-	28,699	196,131	18,464
Net pension liability	-	547,446	-	547,446	-
TOTAL BUSINESS-TYPE ACTIVITIES	\$ 4,202,707	\$ 561,823	\$ 627,334	\$ 4,137,196	\$ 619,506

*The General Fund has typically been used to liquidate these long-term liabilities.

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

7. INDIVIDUAL FUND DISCLOSURES

Transfers between funds at April 30, 2023 consist of the following:

Fund	Transfers In	Transfers Out
General	\$ -	\$ 5,500,000
Capital Improvements	5,500,000	-
TOTAL	\$ 5,500,000	\$ 5,500,000

The purpose of significant transfers in/out is as follows:

- \$5,500,000 transferred from the General Fund to the Capital Improvements Fund for capital projects. This transfer will not be repaid.

8. CONTINGENT LIABILITIES

a. Litigation

The City is not aware of any pending or threatening litigation.

b. DuPage Water Commission

The City's water supply agreement with the DuPage Water Commission (the Commission) provides that each customer is liable for its proportionate share of any costs arising from defaults in payment obligations by other customers.

9. DEFINED BENEFIT PENSION PLANS

The City contributes to two defined benefit pension plans, the Illinois Municipal Retirement Fund (IMRF), an agent multiple-employer public employee retirement system; and the Police Pension Plan, which is a single-employer pension plan. The benefits, benefit levels, employee contributions, and employer contributions for both plans are governed by ILCS and can only be amended by the Illinois General Assembly. IMRF issues a publicly available report that includes financial statements and supplementary information for the plan as a whole, but not for individual employers. That report can be obtained from IMRF, 2211 York Road, Suite 500, Oak Brook, Illinois 60523 or at IMRF.org. The Police Pension Plan does not issue a separate report.

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions

Illinois Municipal Retirement Fund

Plan Administration

All employees (other than those covered by the Police Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members.

The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

Plan Membership

At December 31, 2022, IMRF membership consisted of:

Inactive employees or their beneficiaries currently receiving benefits	64
Inactive employees entitled to but not yet receiving benefits	61
Active employees	34
	<hr/>
TOTAL	159
	<hr/>

Benefits Provided

All employees (other than those covered by the Police Pension Plan) hired in positions that meet or exceed the prescribed annual hourly standard must be enrolled in IMRF as participating members. IMRF provides two tiers of pension benefits. Employees hired prior to January 1, 2011, are eligible for Tier 1 benefits. For Tier 1 employees, pension benefits vest after eight years of service. Participating members who retire at age 55 (reduced benefits) or after age 60 (full benefits) with eight years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter.

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Benefits Provided (Continued)

Employees hired on or after January 1, 2011, are eligible for Tier 2 benefits. For Tier 2 employees, pension benefits vest after ten years of service. Participating members who retire at age 62 (reduced benefits) or after age 67 (full benefits) with ten years of credited service are entitled to an annual retirement benefit, payable monthly for life, in an amount equal to 1 2/3% of their final rate of earnings, for each year of credited service up to 15 years, and 2% for each year thereafter.

IMRF also provides death and disability benefits. These benefit provisions are established by state statute.

Contributions

Participating members are required to contribute 4.50% of their annual salary to IMRF. The City is required to contribute the remaining amounts necessary to fund IMRF as specified by statute. The employer contribution for the fiscal year ended April 30, 2023 was 9.13% of covered payroll.

Actuarial Assumptions

The City's net pension liability was measured as of December 31, 2022 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation performed as of the same date using the following actuarial methods and assumptions.

Actuarial valuation date	December 31, 2022
Actuarial cost method	Entry-age normal
Assumptions	
Inflation	2.25%
Salary increases	2.85% to 13.75%
Investment rate of return	7.25%
Asset valuation method	Fair value

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Actuarial Assumptions (Continued)

For non-disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Retiree, Male (adjusted 106%) and Female (adjusted 105%) tables, and future mortality improvements projected using scale MP-2020. For disabled retirees, the Pub-2010, Amount-Weighted, below-median income, General, Disabled Retiree, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020. For active members, the Pub-2010, Amount-Weighted, below-median income, General, Employee, Male and Female (both unadjusted) tables, and future mortality improvements projected using scale MP-2020.

Discount Rate

The discount rate used to measure the total pension liability was 7.25% at December 31, 2022. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the IMRF's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Changes in the Net Pension Liability (Asset)

	(a) Total Pension Liability	(b) Plan Fiduciary Net Position	(a) - (b) Net Pension Liability (Asset)
BALANCES AT JANUARY 1, 2022	\$ 24,769,256	\$ 27,750,851	\$ (2,981,595)
Changes for the period			
Service cost	271,874	-	271,874
Interest	1,765,414	-	1,765,414
Difference between expected and actual experience	(134,220)	-	(134,220)
Changes in assumptions	-	-	-
Employer contributions	-	275,316	(275,316)
Employee contributions	-	127,358	(127,358)
Net investment income	-	(3,318,861)	3,318,861
Benefit payments and refunds	(1,109,298)	(1,109,298)	-
Other (net transfer)	-	(89,579)	89,579
Net changes	793,770	(4,115,064)	4,908,834
BALANCES AT DECEMBER 31, 2022	\$ 25,563,026	\$ 23,635,787	\$ 1,927,239

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended April 30, 2023, the City recognized pension expense (income) of \$334,637.

At April 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to IMRF from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 15,854	\$ 77,352
Changes in assumption	-	-
Contributions made after measurement date	54,529	-
Net difference between projected and actual earnings on pension plan investments	1,822,932	-
TOTAL	<u>\$ 1,893,315</u>	<u>\$ 77,352</u>

\$54,529 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the reporting year ending April 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending April 30,	
2024	\$ (174,178)
2025	274,865
2026	600,360
2027	1,060,387
2028	-
Thereafter	-
TOTAL	<u>\$ 1,761,434</u>

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Illinois Municipal Retirement Fund (Continued)

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability (asset) to changes in the discount rate. The table below presents the net pension liability (asset) of the City calculated using the discount rate of 7.25% as well as what the City's net pension liability (asset) would be if it were calculated using a discount rate that is 1 percentage point lower (6.25%) or 1 percentage point higher (8.25%) than the current rate:

	1% Decrease (6.25%)	Current Discount Rate (7.25%)	1% Increase (8.25%)
Net pension liability (asset)	\$ 4,831,170	\$ 1,927,239	\$ (343,591)

Police Pension Plan

Plan Administration

Police sworn personnel are covered by the Police Pension Plan. Although this is a single-employer pension plan, the defined benefits and employee and employer contribution levels are governed by Illinois Compiled Statutes (40 ILCS 5/3-1) and may be amended only by the Illinois legislature. The City accounts for the plan as a pension trust fund.

The plan is governed by a five-member Board of Trustees. Two members of the Board of Trustees are appointed by the City's Mayor, one member is elected by pension beneficiaries, and two members are elected by active police employees.

The plan is accounted for on the economic resources measurement focus and the accrual basis of accounting. Employer and employee contributions are recognized when earned in the year that the contributions are required, benefits and refunds are recognized as an expense and liability when due and payable.

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Plan Membership

At April 30, 2023, membership consisted of:

Inactive plan members currently receiving benefits	32
Inactive plan members entitled to but not yet receiving benefits	15
Active plan members	<u>32</u>
TOTAL	<u>79</u>

Benefits Provided

The Police Pension Plan provides retirement benefits through two tiers of benefits as well as death and disability benefits. Tier 1 employees (those hired prior to January 1, 2011) attaining the age of 50 or older with 20 or more years of creditable service are entitled to receive an annual retirement benefit equal to one-half of the salary attached to the rank held on the last day of service, or for one year prior to the last day, whichever is greater. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum of 75% of such salary. Employees with at least eight years but less than 20 years of credited service may retire at or after age 60 and receive a reduced benefit. The monthly benefit of a police officer who retired with 20 or more years of service after January 1, 1977 shall be increased annually, following the first anniversary date of retirement and be paid upon reaching the age of at least 55 years, by 3% of the original pension and 3% compounded annually thereafter.

Tier 2 employees (those hired on or after January 1, 2011) attaining the age of 55 or older with ten or more years of creditable service are entitled to receive an annual retirement benefit equal to the average monthly salary obtained by dividing the total salary of the police officer during the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest by the number of months of service in that period. Police officers' salary for pension purposes is capped at \$106,800, plus the lesser of ½ of the annual change in the Consumer Price Index or 3% compounded. The annual benefit shall be increased by 2.50% of such salary for each additional year of service over 20 years up to 30 years to a maximum

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Benefits Provided (Continued)

of 75% of such salary. Employees with at least ten years may retire at or after age 50 and receive a reduced benefit (i.e., $\frac{1}{2}\%$ for each month under 55). The monthly benefit of a Tier 2 police officer shall be increased annually at age 60 on the January 1st after the police officer retires, or the first anniversary of the pension starting date, whichever is later. Noncompounding increases occur annually, each January thereafter. The increase is the lesser of 3% or $\frac{1}{2}$ of the change in the Consumer Price Index for the preceding calendar year.

Contributions

Employees are required by ILCS to contribute 9.91% of their base salary to the Police Pension Plan. If an employee leaves covered employment with less than 20 years of service, accumulated employee contributions may be refunded without accumulated interest. The City is required to contribute the remaining amounts necessary to finance the plan, including the costs of administering the plan, as actuarially determined by an enrolled actuary. Effective January 1, 2011, the City has until the year 2040 to fund 90% of the past service cost for the Police Pension Plan. However, the City has decided to fund 100% of the past service cost by 2040. For the year ended April 30, 2023, the City's contribution was 58.72% of covered payroll.

Illinois Police Officers' Pension Investment Fund

The Illinois Police Officers' Pension Investment Fund (IPOPIF) is an investment trust fund responsible for the consolidation and fiduciary management of the pension assets of Illinois suburban and downstate police pension funds. IPOPIF was created by Public Act 101-0610 and codified within the Illinois Pension Code, becoming effective January 1, 2020, to streamline investments and eliminate unnecessary and redundant administrative costs, thereby ensuring assets are available to fund pension benefits for the beneficiaries of the participating pension funds as defined in 40 ILCS 5/22B-105. Participation in IPOPIF by Illinois suburban and downstate police pension funds is mandatory.

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Investment Policy

IPOPIF's investment policy was originally adopted by the Board of Trustees on December 17, 2021. IPOPIF has the authority to invest trust fund assets in any type of security subject to the requirements and restrictions set forth in the Illinois Pension Code and is not restricted by the Pension Code sections that pertain exclusively to the Article 3 participating police pension funds. IPOPIF shall be subject to the provisions of the Illinois Pension Code including, but not limited to, utilization of emerging investment managers and utilization of businesses owned by minorities, women and persons with disabilities.

Deposits with Financial Institutions

The plan retains all of its available cash with two financial institutions. Available cash is determined to be that amount which is required for the current expenditures of the plan. The excess of available cash is required to be transferred to IPOPIF for purposes of the long-term investment for the plan.

Custodial credit risk for deposits with financial institutions is the risk that in the event of bank failure, the Fund's deposits may not be returned to it. The Fund's investment policy does not require pledging of collateral for all bank balances in excess of federal depository insurance since flow-through FDIC insurance is available for the police pension funds deposits with financial institutions.

Investments

Investments of the plan are combined in a commingled external investment pool and held by IPOPIF. A schedule of investment expenses is included in IPOPIF's annual report. For additional information on IPOPIF's investments, please refer to their annual report as of June 30, 2022. A copy of that report can be obtained from IPOPIF at 456 Fulton Street, Suite 402, Peoria, IL 61602 or at www.ipopif.org.

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Fair Value Measurement

The plan categorizes fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The equity mutual funds are valued using quoted prices (Level 1 inputs). The negotiable certificates of deposits are valued using quoted matrix pricing models (Level 2 inputs). The Plan held no investments subject to fair value measurement at April 30, 2023.

Net Asset Value

The Net Asset Value (NAV) of the plan's pooled investment in IPOPIF was \$32,314,408 at April 30, 2023. The pooled investments consist of the investments as noted in the target allocation table below. Investments in IPOPIF are valued at IPOPIF's share price, which is the price the investment could be sold. There are no unfunded commitments at April 30, 2023. The plan may redeem shares with a seven calendar day notice. IPOPIF may, at its sole discretion and based on circumstances, process redemption requests with fewer than a seven calendar day notice. Regular redemptions of the same amount on a particular day of the month may be arranged with IPOPIF.

Investment Rate of Return

For the year ended April 30, 2023, the annual money-weighted rate of return on pension plan investments as calculated by the Fund's Treasurer, net of pension plan investment expense, was 2.08%. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for changing amounts actually invested.

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Changes in the Net Pension Liability

	(a) Total Pension Liability	(b) Plan Fiduciary Net Position	(a) - (b) Net Pension Liability
BALANCES AT MAY 1, 2022	\$ 58,484,074	\$ 32,756,189	\$ 25,727,885
Changes for the period			
Service cost	771,797	-	771,797
Interest	4,045,786	-	4,045,786
Difference between expected and actual experience	515,608	-	515,608
Changes in assumptions	-	-	-
Changes in benefit terms	-	-	-
Employer contributions	-	2,113,126	(2,113,126)
Employee contributions	-	356,613	(356,613)
Net investment income	-	622,935	(622,935)
Benefit payments and refunds	(2,917,849)	(2,917,849)	-
Administrative expense	-	(57,277)	57,277
Net changes	2,415,342	117,548	2,297,794
BALANCES AT APRIL 30, 2023	\$ 60,899,416	\$ 32,873,737	\$ 28,025,679

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Actuarial Assumptions

The total pension liability above was determined by an actuarial valuation using the following actuarial methods and assumptions.

Actuarial valuation date	April 30, 2023
Actuarial cost method	Entry-age normal
Assumptions	
Inflation	2.50%
Salary increases	Service-based
Interest rate	7.00%
Asset valuation method	Fair value

Mortality rates were based on PubS-2010 Employee mortality, projected five years past the valuation date with Scale MP-2019. 10% of active deaths are assumed to be in the line of duty for active lives. PubS-2010 Healthy Retiree mortality, projected five years past the valuation date with Scale MP-2019 for inactive lives. PubS-2010 Survivor mortality, projected five years past the valuation date with Scale MP-2019 for beneficiaries. PubS-2010 Disabled mortality, projected five years past the valuation date with Scale MP-2019 for disabled lives.

Discount Rate

The discount rate used to measure the total pension liability was 7%. The projection of cash flows used to determine the discount rate assumed that member contributions will be made at the current contribution rate and that the City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the Fund's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Discount Rate Sensitivity

The following is a sensitivity analysis of the net pension liability to changes in the discount rate. The table below presents the net pension liability of the City calculated using the discount rate of 7% as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6%) or 1 percentage point higher (8%) than the current rate:

	1% Decrease (6%)	Current Discount Rate (7%)	1% Increase (8%)
Net pension liability	\$ 36,513,417	\$ 28,025,679	\$ 21,085,384

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

For the year ended April 30, 2023, the City recognized police pension expense of \$3,666,974. At April 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to the police pension from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 1,997,455	\$ 78,928
Changes in assumption	291,655	106,258
Net difference between projected and actual earnings on pension plan investments	2,819,332	-
TOTAL	\$ 5,108,442	\$ 185,186

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

9. DEFINED BENEFIT PENSION PLANS (Continued)

a. Plan Descriptions (Continued)

Police Pension Plan (Continued)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources (Continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to the police pension will be recognized in pension expense as follows:

<u>Fiscal Year</u> <u>Ending</u> <u>April 30,</u>	
2024	\$ 1,438,570
2025	895,165
2026	1,912,025
2027	677,496
2028	-
Thereafter	-
TOTAL	<u>\$ 4,923,256</u>

10. TAX ABATEMENTS

The City rebates sales taxes to recruit, retain, or improve local business facilities or their supporting public infrastructure under certain circumstances. The terms of these rebate arrangements are specified within written agreements with the businesses concerned. These agreements are authorized through formal approval by the City Council. There are no recapture provisions in the agreements.

The City entered into an agreement in April 2012 with a local business wherein the City will rebate up to a net present value of \$4,000,000 of incremental sales tax revenue, discounted at 8.15%. As of and for the year ended April 30, 2023, a liability of \$305,343 has been accrued and cumulative payments of \$1,876,114 have been made under this agreement.

The City entered into an agreement in February 2013 with a local business wherein the City will rebate up to \$750,000 of sales tax revenue over 11 years. As of and for the year ended April 30, 2023, a liability of \$68,000 has been accrued and cumulative payments of \$544,000 have been made under this agreement.

10. TAX ABATEMENTS (Continued)

The City entered into an agreement in September 2019 with a local business wherein the City has agreed to support capital improvements up to \$366,000. Upon completion of the projects of the local business, the City will record a lien against the subject property in the amount of \$366,000. The loan is to be repaid through annual installments based on increased project revenues with any remaining balance, if any, to be paid in full at the end of ten years. Enhanced project revenues are defined as 50% of the gross revenue generated by the virtual golf facility being installed as part of the project improvements, sales tax, amusement tax, food and beverage tax, and video gaming tax generated by the local business. As of the year ended April 30, 2021, the projects of the local business have been completed, the City has paid \$365,997 related to the agreement and recorded a receivable and deferred inflow for this amount. As of the year ended April 30, 2023, the related remaining receivable and deferred inflow was \$286,179.

11. OTHER POSTEMPLOYMENT BENEFITS

a. Plan Description

In addition to providing the pension benefits described, the City provides postemployment health care benefits (OPEB) for retired employees through a single-employer defined benefit plan (the Plan). The benefits, benefit levels, employee contributions and employer contributions are governed by the City and can be amended by the City through its personnel manual and union contracts. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The Plan does not issue a separate report. The activity of the Plan is reported in the City's governmental and business-type activities.

b. Benefits Provided

The City provides the opportunity for retirees, their spouses and dependents (enrolled at time of employee's retirement) to participate in the City's health insurance plan for pre and post-Medicare postretirement health insurance. To be eligible for benefits, the employee must qualify for retirement under one of the City's three retirement plans. An implicit benefit is provided due to the retirees paying 100% of the actuarially determined premium to the plan. Pursuant to the Illinois Public Safety Employee Benefits Act, the City provides health insurance to any sworn police employee (their spouses and dependents) who suffers a catastrophic injury or is killed in the line of duty. The City is responsible for paying the entire actuarially determined contribution to the plan. Upon a retiree becoming eligible for Medicare, the amount payable under the City's health plan will be reduced by the amount payable under Medicare for those expenses that are covered under both.

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

11. OTHER POSTEMPLOYMENT BENEFITS (Continued)

c. Membership

At April 30, 2023 (most recent data available), membership consisted of:

Inactive employees or beneficiaries currently receiving benefit payments	14
Inactive employees entitled to but not yet receiving benefit payments	-
Active employees	<u>69</u>
TOTAL	<u>83</u>

d. Total OPEB Liability

The City's total OPEB liability of \$1,503,672 was measured as of April 30, 2023 and was determined by an actuarial valuation as of that date.

e. Actuarial Assumptions and Other Inputs

The total OPEB liability at April 30, 2023, as determined by an actuarial valuation as of May 1, 2023 actuarial valuation, was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified.

Actuarial cost method	Entry-age normal
Actuarial value of assets	N/A
Inflation	3.00%
Salary Increases	4.00%
Discount rate	4.14%
Healthcare cost trend rates	5.50% Initial to 4.50% Ultimate

The discount rate was based the S&P Municipal Bond 20-Year High-Grade Rate Index as of April 30, 2023.

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

11. OTHER POSTEMPLOYMENT BENEFITS (Continued)

f. Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
BALANCES AT MAY 1, 2022	<u>\$ 1,716,258</u>
Changes for the period	
Service cost	24,033
Interest	65,502
Difference between expected and actual experience	(161,367)
Changes of assumption	190
Benefit payments	(140,944)
Other changes	<u>-</u>
Net changes	<u>(212,586)</u>
BALANCES AT APRIL 30, 2023	<u>\$ 1,503,672</u>

Changes in assumptions related to the discount rate and mortality rate were made in 2023.

g. Rate Sensitivity

The following is a sensitivity analysis of the total OPEB liability to changes in the discount rate and the healthcare cost trend rate. The table below presents the total OPEB liability of the City calculated using the discount rate of 4.14% as well as what the City total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (3.14%) or 1 percentage point higher (5.14%) than the current rate:

	1% Decrease (3.14%)	Current Discount Rate (4.14%)	1% Increase (5.14%)
Total OPEB liability	\$ 1,609,311	\$ 1,503,672	\$ 1,408,887

CITY OF DARIEN, ILLINOIS
NOTES TO FINANCIAL STATEMENTS (Continued)

11. OTHER POSTEMPLOYMENT BENEFITS (Continued)

g. Rate Sensitivity (Continued)

The table below presents the total OPEB liability of the City calculated using the healthcare rate of 5.50% to 4.50% as well as what the City's total OPEB liability would be if it were calculated using a healthcare rate that is 1 percentage point lower (4.50% to 3.50%) or 1 percentage point higher (6.50% to 5.50%) than the current rate:

	1% Decrease (4.50% to 3.50%)	Current Healthcare Rate (5.50% to 4.50%)	1% Increase (6.50% to 5.50%)
Total OPEB liability	\$ 1,396,621	\$ 1,503,672	\$ 1,625,466

h. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended April 30, 2023, the City recognized OPEB expense of \$89,715. At April 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 72,455	\$ 140,429
Changes in assumptions	211,885	218,937
TOTAL	<u>\$ 284,340</u>	<u>\$ 359,366</u>

Amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in OPEB expense as follows:

Year Ending April 30,	
2024	\$ 180
2025	180
2026	180
2027	(3,365)
2028	(15,316)
Thereafter	<u>(56,885)</u>
TOTAL	<u>\$ (75,026)</u>

12. LEASES

The City entered a lease agreement in April 2010, to lease space on a cell tower for the placement of cellular communications equipment. Payments ranging from \$2,645 to \$4,023 are due to the City in monthly installments, through September 2039. The lease agreement is noncancelable and maintains an interest rate of 3.22%.

The City entered a lease agreement in December 2001, to lease space on a cell tower for the placement of cellular communications equipment. Payments of \$2,980 to \$3,069 are due to the City in monthly installments, through May 2023. The lease agreement is noncancelable and maintains an interest rate of 2.01%.

The City entered a lease agreement in July 2003, to lease space on a cell tower for the placement of cellular communications equipment. Payments of \$3,144 to \$3,238 are due to the City in monthly installments, through June 2023. The lease agreement is noncancelable and maintains an interest rate of 2.01%.

The City entered a lease agreement in October 2007, to lease space on a cell tower for the placement of cellular communications equipment. Payments of \$2,645 to \$3,498 are due to the City in monthly installments, through September 2032. The lease agreement is noncancelable and maintains an interest rate of 2.97%.

The City entered a lease agreement in July 2008, to lease space on a cell tower for the placement of cellular communications equipment. Payments of \$4,707 to \$6,225 are due to the City in monthly installments, through June 2033. The lease agreement is noncancelable and maintains an interest rate of 3.02%.

The City entered a lease agreement in February 2008, to lease space on a cell tower for the placement of cellular communications equipment. Payments of \$2,645 to \$3,042 are due to the City in monthly installments, through January 2033. The lease agreement is noncancelable and maintains an interest rate of 3.02%.

The City entered a lease agreement in January 2012, to lease space on a cell tower for the placement of cellular communications equipment. Payments of \$4,600 to \$6,084 are due to the City in monthly installments, through December 2036. The lease agreement is noncancelable and maintains an interest rate of 3.14%.

During the year, the City recognized lease revenue of \$276,386 and interest revenue of \$79,063 related to leases.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF DARIEN, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
GENERAL FUND**

For the Year Ended April 30, 2023

	Original and Final Budget	Actual	Variance Over (Under)
REVENUES			
Taxes	\$ 5,087,560	\$ 5,555,756	\$ 468,196
Licenses, permits, and fees	909,099	1,308,992	399,893
Intergovernmental	9,300,259	11,570,248	2,269,989
Charges for services	400,420	578,680	178,260
Investment income	4,000	209,510	205,510
Miscellaneous	25,000	23,787	(1,213)
Total revenues	15,726,338	19,246,973	3,520,635
EXPENDITURES			
Current			
General government	2,229,135	2,081,021	(148,114)
Highways and streets	3,847,764	2,554,770	(1,292,994)
Public safety	8,774,796	8,341,053	(433,743)
Total expenditures	14,851,695	12,976,844	(1,874,851)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	874,643	6,270,129	5,395,486
OTHER FINANCING SOURCES (USES)			
Transfers (out)	-	(5,500,000)	(5,500,000)
Total other financing sources (uses)	-	(5,500,000)	(5,500,000)
NET CHANGE IN FUND BALANCE	<u>\$ 874,643</u>	770,129	<u>\$ (104,514)</u>
FUND BALANCE, MAY 1		<u>8,398,935</u>	
FUND BALANCE, APRIL 30		<u>\$ 9,169,064</u>	

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

**SCHEDULE OF EMPLOYER CONTRIBUTIONS
ILLINOIS MUNICIPAL RETIREMENT FUND**

Last Eight Fiscal Years

FISCAL YEAR ENDED APRIL 30,	2023	2022	2021	2020	2019	2018	2017	2016
Actuarially determined contribution	\$ 243,149	\$ 339,888	\$ 349,021	\$ 263,481	\$ 278,630	\$ 403,827	\$ 329,704	\$ 335,289
Contributions in relation to the actuarially determined contribution	243,149	339,888	349,021	263,481	278,630	403,827	329,704	335,289
CONTRIBUTION DEFICIENCY (Excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 2,664,084	\$ 2,799,722	\$ 2,698,612	\$ 2,553,725	\$ 2,411,693	\$ 2,594,734	\$ 2,517,936	\$ 2,525,245
Contributions as a percentage of covered payroll	9.13%	12.14%	12.93%	10.32%	11.55%	15.56%	13.09%	13.28%

Notes to Required Supplementary Information

The information presented was determined as part of the actuarial valuations as of January 1 of the prior calendar year. Additional information as of the latest actuarial valuation presented is as follows: the actuarial cost method was entry-age normal; the amortization method was level percent of pay, closed and the amortization period was 21 years; the asset valuation method was five-year smoothed market; and the significant actuarial assumptions were an investment rate of return at 7.25% annually, projected salary increases assumption of 2.85% to 13.75% compounded annually, and inflation of 2.25%.

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is available.

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

**SCHEDULE OF EMPLOYER CONTRIBUTIONS
POLICE PENSION FUND**

Last Nine Fiscal Years

FISCAL YEAR ENDED APRIL 30,	2023	2022	2021	2020	2019	2018	2017	2016	2015
Actuarially determined contribution	\$ 2,114,355	\$ 2,097,211	\$ 1,905,149	\$ 1,714,350	\$ 1,618,878	\$ 1,456,052	\$ 1,412,529	\$ 1,200,005	\$ 1,196,027
Contributions in relation to the actuarially determined contribution	2,113,126	2,114,384	1,920,922	1,728,465	1,634,019	1,468,691	1,421,243	1,209,939	1,205,560
CONTRIBUTION DEFICIENCY (Excess)	<u>\$ 1,229</u>	<u>\$ (17,173)</u>	<u>\$ (15,773)</u>	<u>\$ (14,115)</u>	<u>\$ (15,141)</u>	<u>\$ (12,639)</u>	<u>\$ (8,714)</u>	<u>\$ (9,934)</u>	<u>\$ (9,533)</u>
Covered payroll	\$ 3,598,517	\$ 3,429,435	\$ 3,472,348	\$ 3,407,217	\$ 3,319,478	\$ 3,163,883	\$ 3,159,697	\$ 3,054,195	\$ 2,916,963
Contributions as a percentage of covered payroll	58.72%	61.65%	55.32%	50.73%	49.23%	46.42%	44.98%	39.62%	41.33%

Notes to Required Supplementary Information

The information presented was determined as part of the actuarial valuations as of May 1 of the prior fiscal year. Additional information from the actuarial valuation used to determine the current year contributions is as follows: the actuarial cost method was entry age normal; the amortization method was level percent of pay, 100% closed basis and the amortization period was 19 years; the asset valuation method was five-year smoothed market value; and the significant actuarial assumptions were an investment rate of return at 7% annually, projected salary increases assumption of 3.50% compounded annually, and postretirement benefit increases of 3% compounded annually (Tier 1) and an annual increase equal to the lesser of 3% per year or 1/2 the annual unadjusted percentage increase in the CPI-U.

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is available.

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

SCHEDULE OF CHANGES IN THE EMPLOYER'S NET
PENSION LIABILITY AND RELATED RATIOS
ILLINOIS MUNICIPAL RETIREMENT FUND

Last Eight Calendar Years

MEASUREMENT DATE DECEMBER 31,	2022	2021	2020	2019	2018	2017	2016	2015
TOTAL PENSION LIABILITY								
Service cost	\$ 271,874	\$ 260,861	\$ 259,033	\$ 252,736	\$ 245,279	\$ 263,857	\$ 278,904	\$ 286,420
Interest	1,765,414	1,694,105	1,638,949	1,542,957	1,425,656	1,428,582	1,382,894	1,327,546
Changes of benefit terms	-	-	-	-	-	-	-	-
Differences between expected and actual experience	(134,220)	94,324	95,759	522,376	931,248	(372,485)	(320,532)	(169,723)
Changes of assumptions	-	-	(209,317)	-	597,080	(543,970)	(48,542)	24,074
Benefit payments, including refunds of member contributions	(1,109,298)	(1,033,133)	(1,016,000)	(978,377)	(880,787)	(730,617)	(720,046)	(681,770)
Net change in total pension liability	793,770	1,016,157	768,424	1,339,692	2,318,476	45,367	572,678	786,547
Total pension liability - beginning	24,769,256	23,753,099	22,984,675	21,644,983	19,326,507	19,281,140	18,708,462	17,921,915
TOTAL PENSION LIABILITY - ENDING	\$ 25,563,026	\$ 24,769,256	\$ 23,753,099	\$ 22,984,675	\$ 21,644,983	\$ 19,326,507	\$ 19,281,140	\$ 18,708,462
PLAN FIDUCIARY NET POSITION								
Contributions - employer	\$ 275,316	\$ 366,906	\$ 346,481	\$ 229,398	\$ 397,939	\$ 314,655	\$ 353,272	\$ 335,354
Contributions - member	127,358	126,036	136,129	114,445	112,439	111,740	115,595	114,576
Net investment income	(3,318,861)	4,038,485	3,079,354	3,478,060	(978,275)	2,968,029	1,126,831	80,704
Benefit payments, including refunds of member contributions	(1,109,298)	(1,033,133)	(1,016,000)	(978,377)	(880,787)	(730,617)	(720,046)	(681,770)
Other	(89,579)	10,553	(18,876)	267,292	566,121	(360,471)	84,073	18,009
Net change in plan fiduciary net position	(4,115,064)	3,508,847	2,527,088	3,110,818	(782,563)	2,303,336	959,725	(133,127)
Plan fiduciary net position - beginning	27,750,851	24,242,004	21,714,916	18,604,098	19,386,661	17,083,325	16,123,600	16,256,727
PLAN FIDUCIARY NET POSITION - ENDING	\$ 23,635,787	\$ 27,750,851	\$ 24,242,004	\$ 21,714,916	\$ 18,604,098	\$ 19,386,661	\$ 17,083,325	\$ 16,123,600
EMPLOYER'S NET PENSION LIABILITY (ASSET)	\$ 1,927,239	\$ (2,981,595)	\$ (488,905)	\$ 1,269,759	\$ 3,040,885	\$ (60,154)	\$ 2,197,815	\$ 2,584,862

MEASUREMENT DATE DECEMBER 31,	2022	2021	2020	2019	2018	2017	2016	2015
Plan fiduciary net position as a percentage of the total pension liability (asset)	92.46%	112.04%	102.06%	94.48%	85.95%	100.31%	88.60%	86.18%
Covered payroll	\$ 2,753,152	\$ 2,800,808	\$ 2,696,354	\$ 2,543,208	\$ 2,498,644	\$ 2,483,111	\$ 2,568,770	\$ 2,525,245
Employer's net pension liability (asset) as a percentage of covered payroll	70.00%	(106.45%)	(18.13%)	49.93%	121.70%	(2.42%)	85.56%	102.36%

Notes to Required Supplementary Information

Changes in assumptions for the discount rate were made in 2015 and 2016.

Changes in assumptions related to price inflation, salary increases, retirement age, and mortality rates were made in 2017.

Changes in assumptions related to the discount rate were made in 2018.

Changes in assumptions related to salary rates, price inflation, retirement age, and mortality rates were made in 2020.

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is available.

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

**SCHEDULE OF CHANGES IN THE EMPLOYER'S
NET PENSION LIABILITY AND RELATED RATIOS
POLICE PENSION FUND**

Last Nine Fiscal Years

MEASUREMENT DATE APRIL 30,	2023	2022	2021	2020	2019	2018	2017	2016	2015
TOTAL PENSION LIABILITY									
Service cost	\$ 771,797	\$ 736,904	\$ 789,351	\$ 730,885	\$ 685,980	\$ 730,502	\$ 797,055	\$ 754,785	\$ 688,515
Interest	4,045,786	3,821,893	3,642,965	3,486,465	3,270,691	3,168,022	2,970,623	2,938,342	2,599,067
Changes of benefit terms	-	-	-	114,024	-	-	-	-	-
Differences between expected and actual experience	515,608	1,622,868	842,706	245,106	(473,570)	274,605	202,447	(1,424,513)	(388,710)
Changes of assumptions	-	(159,382)	-	-	1,749,927	(576,498)	798,335	-	2,888,856
Contributions - buy back	-	-	-	-	-	-	106,677	-	-
Benefit payments, including refunds of member contributions	(2,917,849)	(2,799,556)	(2,533,355)	(2,265,113)	(2,125,790)	(2,045,013)	(1,932,191)	(1,767,269)	(1,624,179)
Net change in total pension liability	2,415,342	3,222,727	2,741,667	2,311,367	3,107,238	1,551,618	2,942,946	501,345	4,163,549
Total pension liability - beginning	58,484,074	55,261,347	52,519,680	50,208,313	47,101,075	45,549,457	42,606,511	42,105,166	37,941,617
TOTAL PENSION LIABILITY - ENDING	\$ 60,899,416	\$ 58,484,074	\$ 55,261,347	\$ 52,519,680	\$ 50,208,313	\$ 47,101,075	\$ 45,549,457	\$ 42,606,511	\$ 42,105,166
PLAN FIDUCIARY NET POSITION									
Contributions - employer	\$ 2,113,126	\$ 2,114,384	\$ 1,920,922	\$ 1,728,465	\$ 1,634,019	\$ 1,468,691	\$ 1,421,243	\$ 1,209,939	\$ 1,205,560
Contributions - member	356,613	339,857	327,973	329,449	319,775	295,483	313,126	308,852	302,058
Contributions - buy back	-	-	-	-	-	-	106,677	-	-
Net investment income	622,935	(2,955,754)	7,317,078	369,394	1,738,762	1,789,255	1,982,144	(21,989)	1,604,934
Benefit payments, including refunds of member contributions	(2,917,849)	(2,799,556)	(2,533,355)	(2,265,113)	(2,125,790)	(2,045,013)	(1,932,191)	(1,767,269)	(1,624,179)
Administrative expense	(57,277)	(77,265)	(38,457)	(44,663)	(41,538)	(39,377)	(41,720)	(34,650)	(39,881)
Net change in plan fiduciary net position	117,548	(3,378,334)	6,994,161	117,532	1,525,228	1,469,039	1,849,279	(305,117)	1,448,492
Plan fiduciary net position - beginning	32,756,189	36,134,523	29,140,362	29,022,830	27,497,602	26,028,563	24,179,284	24,484,401	23,035,909
PLAN FIDUCIARY NET POSITION - ENDING	\$ 32,873,737	\$ 32,756,189	\$ 36,134,523	\$ 29,140,362	\$ 29,022,830	\$ 27,497,602	\$ 26,028,563	\$ 24,179,284	\$ 24,484,401
EMPLOYER'S NET PENSION LIABILITY	\$ 28,025,679	\$ 25,727,885	\$ 19,126,824	\$ 23,379,318	\$ 21,185,483	\$ 19,603,473	\$ 19,520,894	\$ 18,427,227	\$ 17,620,765

MEASUREMENT DATE APRIL 30,	2023	2022	2021	2020	2019	2018	2017	2016	2015
Plan fiduciary net position as a percentage of the total pension liability	53.98%	56.01%	65.39%	55.48%	57.80%	58.38%	57.14%	56.75%	58.15%
Covered payroll	\$ 3,598,517	\$ 3,429,435	\$ 3,472,348	\$ 3,407,217	\$ 3,319,478	\$ 3,163,883	\$ 3,159,697	\$ 3,054,195	\$ 2,916,963
Employer's net pension liability as a percentage of covered payroll	778.81%	750.21%	550.83%	686.17%	638.22%	619.60%	617.81%	603.34%	604.08%

Notes to Required Supplementary Information

There was a change to actuarial assumptions in 2015 to reflect revised expectations with respect to mortality rates, disability rates, turnover rates, and retirement rates.

There was a change to actuarial assumptions in 2017 to reflect updated mortality assumptions to include a projection to the valuation date using Scale BB and the salary scale assumption was updated from a flat 5.50% to a service-graded schedule.

There were changes in assumptions in 2018 for retirement, termination, and disability rate tables, salary increase rates, percentage of disabilities and deaths assumed to be in the line of duty.

There were changes in assumptions in 2019 to update the mortality rates to reflect the PubS-2010 tables.

There were changes in benefits in 2020 as required by PA-101-0610 (SB 1300).

There were changes in assumptions in 2022 for mortality, retirement, termination, and disability rate tables, and salary increase rates.

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is available.

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

SCHEDULE OF CHANGES IN THE EMPLOYER'S
TOTAL OPEB LIABILITY AND RELATED RATIOS
OTHER POSTEMPLOYMENT BENEFIT PLAN

Last Five Fiscal Years

MEASUREMENT DATE APRIL 30,	2023	2022	2021	2020	2019
TOTAL OPEB LIABILITY					
Service cost	\$ 24,033	\$ 45,786	\$ 35,796	\$ 34,033	\$ 31,356
Interest	65,502	36,625	51,183	57,927	64,349
Changes of benefit terms	-	-	-	-	-
Differences between expected and actual experience	(161,367)	-	112,718	-	-
Changes of assumptions	190	(271,190)	192,854	64,557	91,892
Benefit payments	(140,944)	(192,632)	(181,532)	(149,437)	(162,002)
Other changes	-	-	-	284	-
Net change in total OPEB liability	(212,586)	(381,411)	211,019	7,364	25,595
Total OPEB liability - beginning	1,716,258	2,097,669	1,886,650	1,879,286	1,853,691
TOTAL OPEB LIABILITY - ENDING	\$ 1,503,672	\$ 1,716,258	\$ 2,097,669	\$ 1,886,650	\$ 1,879,286
Covered payroll	\$ 6,258,006	\$ 6,060,233	\$ 5,827,503	\$ 4,910,475	\$ 5,460,822
Employer's total OPEB liability as a percentage of covered payroll	24.03%	28.32%	36.00%	38.42%	34.41%

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75.

Changes in assumptions related to the discount rate and mortality rates were made in 2021 and 2023.

Changes in assumptions related to the discount rate were made in 2019, 2020, and 2022.

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is available.

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

**SCHEDULE OF INVESTMENT RETURNS
POLICE PENSION FUND**

Last Nine Fiscal Years

FISCAL YEAR ENDED APRIL 30,	2023	2022	2021	2020	2019	2018	2017	2016	2015
Annual money-weighted rate of return, net of investment expense	2.08%	(8.10%)	24.83%	1.26%	6.41%	6.99%	8.30%	(0.09%)	6.90%

Notes to Required Supplementary Information

Ultimately, this schedule should present information for the last ten years. However, until ten years of information can be compiled, information will be presented for as many years as is available.

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

April 30, 2023

BUDGETS

Annual budgets are adopted on a basis consistent with GAAP for all governmental funds except as noted below. Budget amounts are as originally adopted by the City Council. All annual appropriations lapse at fiscal year end. As the City does not budget for its Storm Sewer or Federal Equitable Sharing Funds (it is not legally required to do so), budget to actual schedules are not presented.

Prior to April 30, the City Administrator submits to the City Council a proposed operating budget for the fiscal year commencing May 1. The operating budget includes proposed expenditures and the means of financing them. Public hearings are conducted to obtain taxpayer comments. Formal budgetary integration is employed as a management control device during the year of the General Fund and budgeted Special Revenue Funds, and Capital Project Funds.

The City is authorized to change budgeted amounts within any fund; however, revision must be approved by two-thirds of the members of the City Council. No revisions can be made increasing the budget unless funding is available for the purpose of the revision. The legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is the fund level.

The appropriated budget is prepared by fund, function, and department. The City Administrator is authorized to transfer budget amounts between departments within any fund; however, the City Council must approve revisions that alter the total expenditures of any fund.

The Special Service Area Fund had budgeted expenditures of \$6,750 and actual expenditures of \$9,590, exceeding the budget by \$2,759.

**COMBINING AND INDIVIDUAL FUND
FINANCIAL STATEMENTS AND SCHEDULES**

MAJOR GOVERNMENTAL FUNDS

General Fund - The General Fund was established to account for all revenues and expenditures which are not accounted for in other funds. This is the largest fund of the City, providing for the majority of the City's revenues, expenditures, and services. The General Fund is supported predominately with taxes, licenses, and fees. It funds the operations of the City's Police Department, Community Development Department, Mayor/City Council, Street Department, and Administration.

Capital Improvements Fund - The Capital Improvement Fund was established to account for the proceeds of the Taxable General Obligation Bonds, Series 2007A and the expenditures for the related capital projects.

CITY OF DARIEN, ILLINOIS

**SCHEDULE OF REVENUES - BUDGET AND ACTUAL
GENERAL FUND**

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023			
	Original and Final Budget	Actual	Variance Over (Under)	2022 Actual
TAXES				
Property taxes - current	\$ 2,300,353	\$ 2,304,357	\$ 4,004	\$ 2,294,982
Road and bridge tax	210,000	240,832	30,832	235,166
Municipal utility tax	1,020,676	1,241,867	221,191	1,195,844
Telecommunication tax	273,444	262,608	(10,836)	321,804
Amusement tax	107,099	93,399	(13,700)	117,300
Hotel/motel tax	73,079	85,597	12,518	85,005
Local gas tax	225,431	222,868	(2,563)	233,338
Food and beverage tax	598,651	731,250	132,599	700,397
Replacement tax	7,621	24,334	16,713	18,563
Auto rental tax	-	-	-	-
Cannabis use tax	29,094	34,655	5,561	34,569
Video gaming tax	242,112	313,989	71,877	287,430
Total taxes	5,087,560	5,555,756	468,196	5,524,398
LICENSES, PERMITS, AND FEES				
Business licenses	30,000	38,306	8,306	40,465
Liquor licenses	71,725	78,150	6,425	71,725
Contractors licenses	18,000	15,810	(2,190)	20,600
Court fines	78,266	137,586	59,320	168,001
Ordinance fines	27,428	32,275	4,847	41,462
Building permits and fees	35,000	305,201	270,201	188,979
Cable TV franchise fees	440,800	424,162	(16,638)	424,360
PEG fees AT&T	-	6,916	6,916	7,757
NICOR franchise fees	25,000	47,334	22,334	34,121
Public hearing fees	2,000	3,605	1,605	4,705
Elevator inspections	3,500	5,355	1,855	5,705
NSF check fee	-	105	105	-
Engineering fee reimbursements	74,000	85,937	11,937	63,831
DUI technology fines	3,500	11,817	8,317	6,867
Police special service	99,880	116,433	16,553	93,060
Stormwater management fees	-	-	-	1,661
Total licenses, permits, and fees	909,099	1,308,992	399,893	1,173,299
INTERGOVERNMENTAL				
State income taxes	2,129,089	3,556,503	1,427,414	3,174,556
Local use tax	830,440	905,241	74,801	833,736
Sales tax	6,340,730	7,097,024	756,294	7,124,267
Drug forfeiture receipts	-	7,521	7,521	-
Grants	-	3,959	3,959	71,288
Total intergovernmental	9,300,259	11,570,248	2,269,989	11,203,847

(This schedule is continued on the following page.)

CITY OF DARIEN, ILLINOIS

SCHEDULE OF REVENUES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023		Variance	2022
	Original and	Actual	Over	Actual
	Final Budget		(Under)	
CHARGES FOR SERVICES				
Towing fees	\$ 55,041	\$ 81,500	\$ 26,459	\$ 78,300
E-Citation fees	-	2,466	2,466	4,790
Inspections/tapon/permits	-	75	75	-
Sale of meters	-	377	377	-
Police report/prints	5,000	4,465	(535)	4,956
Rents	287,379	276,386	(10,993)	321,220
Other reimbursements	50,000	113,376	63,376	108,043
Residential concrete reimbursement	-	38,401	38,401	28,895
Reimbursement - rear yard drain	-	49,647	49,647	14,652
Mail box reimbursement	-	8,012	8,012	3,620
Sales of wood chips	3,000	3,975	975	3,580
Total charges for services	400,420	578,680	178,260	568,056
INVESTMENT INCOME				
Investment income	4,000	209,510	205,510	5,083
Total investment income	4,000	209,510	205,510	5,083
MISCELLANEOUS				
Impact fees	-	375	375	125
Miscellaneous	25,000	23,412	(1,588)	17,925
Total miscellaneous	25,000	23,787	(1,213)	18,050
TOTAL REVENUES	\$ 15,726,338	\$ 19,246,973	\$ 3,520,635	\$ 18,492,733

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

**SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL
GENERAL FUND**

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023			
	Original and Final Budget	Actual	Variance Over (Under)	2022 Actual
GENERAL GOVERNMENT				
Administration				
Personnel services				
Salaries	\$ 371,164	\$ 380,867	\$ 9,703	\$ 363,601
Overtime	-	434	434	925
Social Security	23,012	22,382	(630)	21,317
Medicare	5,382	5,235	(147)	4,985
IMRF	37,116	34,342	(2,774)	44,101
Medical/life insurance	72,940	83,496	10,556	67,995
Supplemental pensions	4,800	4,800	-	4,800
Total personnel services	514,414	531,556	17,142	507,724
Materials and supplies				
Dues and subscriptions	1,615	1,248	(367)	1,214
Liability insurance	263,806	186,129	(77,677)	177,520
Legal notices	2,000	2,307	307	1,548
Maintenance - equipment	8,950	8,545	(405)	9,082
Maintenance - equipment	-	1,645	1,645	-
Postage/mailings	3,350	3,347	(3)	1,283
Printing and forms	4,500	2,809	(1,691)	3,026
Public relations	83,700	79,156	(4,544)	52,289
Rent - equipment	2,500	1,500	(1,000)	1,500
Supplies - office	8,000	7,068	(932)	6,727
Supplies - other	500	24	(476)	-
Training and education	1,500	-	(1,500)	-
Travel/meetings	550	298	(252)	152
Telephone	43,000	25,570	(17,430)	29,701
Utilities	2,500	3,711	1,211	4,312
Gas and oil	1,150	2,483	1,333	1,189
Other	-	77	77	300
Total materials and supplies	427,621	325,917	(101,704)	289,843
Contractual services				
Audit	18,500	18,500	-	14,762
Consulting/professional	378,830	340,556	(38,274)	304,093
Contingency	10,000	636	(9,364)	4,772
Janitorial services	22,300	20,062	(2,238)	19,390
Total contractual services	429,630	379,754	(49,876)	343,017
Capital outlay				
Equipment	68,500	30,130	(38,370)	92,096
Total capital outlay	68,500	30,130	(38,370)	92,096
Total administration	1,440,165	1,267,357	(172,808)	1,232,680

(This schedule is continued on the following pages.)

CITY OF DARIEN, ILLINOIS

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023			
	Original and Final Budget	Actual	Variance Over (Under)	2022 Actual
GENERAL GOVERNMENT (Continued)				
City Council				
Personnel services				
Salaries	\$ 42,750	\$ 42,750	\$ -	\$ 42,750
Social Security	2,651	2,651	-	2,651
Medicare	620	620	-	620
Total personnel services	46,021	46,021	-	46,021
Materials and supplies				
Board and commissions	1,500	739	(761)	626
Cable operations	6,000	5,150	(850)	2,925
Dues and subscriptions	26,440	26,248	(192)	23,854
Public relations	1,300	243	(1,057)	390
Training and education	1,000	100	(900)	175
Travel/meetings	50	-	(50)	-
Total materials and supplies	36,290	32,480	(3,810)	27,970
Contractual services				
Consulting/professional	3,000	1,149	(1,851)	1,086
Tolley contracts	600	135	(465)	-
Total contractual services	3,600	1,284	(2,316)	1,086
Total city council	85,911	79,785	(6,126)	75,077
Community development				
Personnel services				
Salaries	320,336	353,006	32,670	312,713
Overtime	1,000	32	(968)	431
Social Security	19,135	20,150	1,015	18,019
Medicare	4,645	4,952	307	4,420
IMRF	16,163	14,363	(1,800)	33,576
Medical/life insurance	34,365	36,545	2,180	23,366
Supplemental pensions	2,400	2,400	-	2,400
Total personnel services	398,044	431,448	33,404	394,925
Materials and supplies				
Boards and commissions	1,200	1,110	(90)	1,050
Dues and subscriptions	500	-	(500)	-
Liabilities insurance	23,000	13,595	(9,405)	15,669
Maintenance - vehicles	500	-	(500)	-
Printing and forms	1,215	302	(913)	233
Supplies - office	700	550	(150)	475
Training and educational	500	25	(475)	-
Travel/meetings	200	-	(200)	-
Gas and oil	1,000	1,670	670	1,478
Total materials and supplies	28,815	17,252	(11,563)	18,905

(This schedule is continued on the following pages.)

CITY OF DARIEN, ILLINOIS

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023		Variance	
	Original and	Actual	Over	2022
	Final Budget		(Under)	Actual
GENERAL GOVERNMENT (Continued)				
Community development (Continued)				
Contractual services				
Economic development	\$ 378,000	\$ 408,743	\$ 30,743	\$ 330,983
Bad debt expense	-	-	-	70
Consulting/professional	80,200	66,575	(13,625)	76,368
Consulting/professional reimbursable	68,000	59,861	(8,139)	71,098
Total contractual services	526,200	535,179	8,979	478,519
Total community development	953,059	983,879	30,820	892,349
Subtotal general government	2,479,135	2,331,021	(148,114)	2,200,106
Less reimbursements from Water Fund	(250,000)	(250,000)	-	(250,000)
Total general government	2,229,135	2,081,021	(148,114)	1,950,106
HIGHWAYS AND STREETS				
Public works				
Personnel services				
Salaries	736,235	684,811	(51,424)	710,138
Overtime	78,000	94,823	16,823	73,808
Social Security	65,673	46,424	(19,249)	45,314
Medicare	11,529	11,267	(262)	10,879
IMRF	101,863	63,275	(38,588)	77,352
Unemployment insurance	-	-	-	-
Medical/life insurance	158,095	163,512	5,417	125,719
Supplemental pensions	2,400	2,400	-	2,400
Total personnel services	1,153,795	1,066,512	(87,283)	1,045,610
Materials and supplies				
Liability insurance	30,529	19,529	(11,000)	16,860
Maintenance - building	330,186	186,123	(144,063)	136,105
Maintenance - equipment	39,000	21,977	(17,023)	45,604
Maintenance - vehicles	75,000	127,128	52,128	145,759
Postage/mailings	750	447	(303)	491
Rent - equipment	47,700	9,896	(37,804)	5,506
Supplies - office	3,403	3,036	(367)	15,739
Supplies - other	196,765	117,484	(79,281)	84,327
Small tools and equipment	24,800	24,578	(222)	61,294
Training and education	8,600	1,959	(6,641)	1,470
Uniforms	6,446	5,228	(1,218)	4,313
Utilities	12,400	18,955	6,555	6,036
Gas and oil	57,210	71,303	14,093	63,633
Total materials and supplies	832,789	607,643	(225,146)	587,137

(This schedule is continued on the following pages.)

CITY OF DARIEN, ILLINOIS

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023			
	Original and Final Budget	Actual	Variance Over (Under)	2022 Actual
HIGHWAYS AND STREETS (Continued)				
Public works (Continued)				
Contractual services				
Consulting/professional	\$ 10,750	\$ 6,960	\$ (3,790)	\$ 15,110
Forestry	130,230	102,063	(28,167)	223,627
Street light operation and maintenance	79,000	116,914	37,914	45,157
Tree trim - removal	240,750	164,745	(76,005)	145,301
Residential concrete program	-	38,401	38,401	28,895
Street sweeping	44,750	15,494	(29,256)	29,973
Mosquito abatement	41,700	41,700	-	41,700
Drainage projects	135,500	167,840	32,340	241,488
Total contractual services	682,680	654,117	(28,563)	771,251
Capital outlay				
Equipment	1,178,500	226,498	(952,002)	159,785
Total capital outlay	1,178,500	226,498	(952,002)	159,785
Total public works	3,847,764	2,554,770	(1,292,994)	2,563,783
Total highways and streets	3,847,764	2,554,770	(1,292,994)	2,563,783
PUBLIC SAFETY				
Police department				
Personnel services				
Salaries	489,852	461,119	(28,733)	457,144
Salaries - officers	3,957,912	3,879,409	(78,503)	3,737,588
Overtime	499,453	302,763	(196,690)	341,646
State unemployment insurance	-	-	-	3,436
Social Security	30,371	27,643	(2,728)	27,145
Medicare	71,735	65,562	(6,173)	63,119
IMRF	46,570	39,777	(6,793)	52,140
Medical/life insurance	509,458	485,274	(24,184)	412,828
Police pension	2,114,355	2,113,126	(1,229)	2,114,384
Supplemental pensions	44,400	42,029	(2,371)	43,939
Total personnel services	7,764,106	7,416,702	(347,404)	7,253,369
Materials and supplies				
Animal control	1,500	915	(585)	705
Auxiliary police	2,000	310	(1,690)	-
Boards and commissions	11,250	9,879	(1,371)	14,551
Dues and subscriptions	2,950	2,099	(851)	2,254
Investigation and equipment	59,030	60,872	1,842	34,815
Liability insurance	93,020	49,458	(43,562)	35,978
Maintenance - building	-	102	102	-
Maintenance - equipment	23,450	18,166	(5,284)	16,063
Maintenance - vehicles	29,300	38,777	9,477	45,731
Postage/mailings	4,300	2,405	(1,895)	1,264
Printing and forms	1,500	848	(652)	710
Public relations	3,500	3,573	73	2,410

(This schedule is continued on the following page.)

CITY OF DARIEN, ILLINOIS

SCHEDULE OF EXPENDITURES - BUDGET AND ACTUAL (Continued)
GENERAL FUND

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023		Variance Over (Under)	2022 Actual
	Original and Final Budget	Actual		
PUBLIC SAFETY (Continued)				
Police department (Continued)				
Materials and supplies (Continued)				
Rent - equipment	\$ 5,800	\$ 400	\$ (5,400)	\$ 950
Supplies - office	7,000	5,051	(1,949)	6,100
Training and education	57,540	35,079	(22,461)	26,539
Travel/meetings	18,500	5,157	(13,343)	1,933
Telephone	15,500	12,501	(2,999)	12,974
Uniforms	46,000	36,791	(9,209)	35,573
Utilities	8,000	16,776	8,776	13,346
Gas and oil	75,000	116,666	41,666	87,355
Total materials and supplies	465,140	415,825	(49,315)	339,251
Contractual services				
Bad debt expense	-	-	-	2,435
Consulting/professional	497,850	480,846	(17,004)	521,135
Dumeg/fiat/child center	27,700	27,680	(20)	25,180
Total contractual services	525,550	508,526	(17,024)	548,750
Capital outlay				
Equipment	20,000	-	(20,000)	-
Total capital outlay	20,000	-	(20,000)	-
Total police department	8,774,796	8,341,053	(433,743)	8,141,370
Total public safety	8,774,796	8,341,053	(433,743)	8,141,370
TOTAL EXPENDITURES	\$ 14,851,695	\$ 12,976,844	\$ (1,874,851)	\$ 12,655,259

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
CAPITAL IMPROVEMENT FUND**

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023			
	Original and Final Budget	Actual	Variance Over (Under)	2022 Actual
REVENUES				
Taxes	\$ 192,490	\$ 193,843	\$ 1,353	\$ 197,812
Charges for services	-	-	-	-
Intergovernmental	1,570,100	1,573,244	3,144	1,697,647
Investment income	5,000	325,154	320,154	12,278
Total revenues	1,767,590	2,092,241	324,651	1,907,737
EXPENDITURES				
Current				
Highways and streets				
Contractual services	61,500	31,836	(29,664)	51,527
Capital outlay	5,631,215	3,473,259	(2,157,956)	1,500,856
Debt service				
Principal payments	185,000	185,000	-	185,000
Interest and fiscal charges	7,490	7,240	(250)	11,310
Total expenditures	5,885,205	3,697,335	(2,187,870)	1,748,693
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(4,117,615)	(1,605,094)	2,512,521	159,044
OTHER FINANCING SOURCES (USES)				
Transfers in	3,800,000	5,500,000	1,700,000	3,900,000
Total other financing sources (uses)	3,800,000	5,500,000	1,700,000	3,900,000
NET CHANGE IN FUND BALANCE	<u>\$ (317,615)</u>	3,894,906	<u>\$ 4,212,521</u>	4,059,044
FUND BALANCE, MAY 1		<u>10,173,430</u>		<u>6,114,386</u>
FUND BALANCE, APRIL 30		<u>\$ 14,068,336</u>		<u>\$ 10,173,430</u>

(See independent auditor's report.)

NONMAJOR GOVERNMENTAL FUNDS

SPECIAL REVENUE FUNDS

Motor Fuel Tax Fund - The Motor Fuel Tax Fund is used to account for state-shared motor fuel tax revenues that are legally restricted to maintenance and construction of streets, sidewalks, alleys, and signals.

Special Service Area Fund - A Special Service Area (SSA) is created to fund improvements which benefit an identifiable segment of the City, with a special property tax levied on and restricted to the benefited properties. SSA #1 was created to handle maintenance of the wetlands in the Tara Hill development.

Storm Sewer Fund - The Storm Sewer Fund is used to account for storm water management fees that are restricted for storm sewer improvements.

Federal Equitable Sharing Fund - The Federal Equitable Sharing Fund is used to account for the revenues and expenditures of restricted forfeited money provided through the Federal Equitable Sharing program.

CITY OF DARIEN, ILLINOIS
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS

April 30, 2023

	Special Revenue				
	Motor Fuel Tax	Special Service Area	Storm Sewer	Federal Equitable Sharing	Total
ASSETS					
Cash and cash equivalents	\$ 1,449,643	\$ 21,256	\$ 56,029	\$ 268,663	\$ 1,795,591
Receivables (net, where applicable, of allowances for uncollectibles)					
Intergovernmental	78,201	-	-	-	78,201
TOTAL ASSETS	\$ 1,527,844	\$ 21,256	\$ 56,029	\$ 268,663	\$ 1,873,792
LIABILITIES AND FUND BALANCES					
LIABILITIES					
Accounts payable	\$ 53,733	\$ -	\$ -	\$ 2,476	\$ 56,209
Total liabilities	53,733	-	-	2,476	56,209
FUND BALANCES					
Restricted					
Special service area	-	21,256	-	-	21,256
Storm sewer	-	-	56,029	-	56,029
Public safety	-	-	-	266,187	266,187
Highways and streets	1,474,111	-	-	-	1,474,111
Total fund balances	1,474,111	21,256	56,029	266,187	1,817,583
TOTAL LIABILITIES AND FUND BALANCES	\$ 1,527,844	\$ 21,256	\$ 56,029	\$ 268,663	\$ 1,873,792

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

**COMBINING STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS**

For the Year Ended April 30, 2023

	Special Revenue				Total
	Motor Fuel Tax	Special Service Area	Storm Sewer	Federal Equitable Sharing	
REVENUES					
Taxes	\$ -	\$ 5,015	\$ -	\$ -	\$ 5,015
Intergovernmental	1,142,069	-	-	149,687	1,291,756
Investment income	36,423	662	1,535	4,132	42,752
Total revenues	1,178,492	5,677	1,535	153,819	1,339,523
EXPENDITURES					
Current					
Highways and streets	622,442	9,509	15,494	-	647,445
Public safety	-	-	-	88,253	88,253
Capital outlay	19,974	-	-	-	19,974
Total expenditures	642,416	9,509	15,494	88,253	755,672
NET CHANGE IN FUND BALANCES	536,076	(3,832)	(13,959)	65,566	583,851
FUND BALANCES, MAY 1	938,035	25,088	69,988	200,621	1,233,732
FUND BALANCES, APRIL 30	\$ 1,474,111	\$ 21,256	\$ 56,029	\$ 266,187	\$ 1,817,583

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL MOTOR FUEL TAX FUND

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023		Variance	
	Original and Final Budget	Actual	Over (Under)	2022 Actual
REVENUES				
Intergovernmental				
Motor fuel tax allotment	\$ 836,418	\$ 899,477	\$ 63,059	\$ 880,452
Rebuild Illinois	242,592	242,592	-	485,185
Investment income	500	36,423	35,923	854
Total revenues	1,079,510	1,178,492	98,982	1,366,491
EXPENDITURES				
Current				
Highways and streets				
Commodities	567,030	333,661	(233,369)	241,726
Wages	325,245	288,781	(36,464)	350,294
Contractual services	18,000	-	(18,000)	22,800
Capital outlay	35,000	19,974	(15,026)	1,179,959
Total expenditures	945,275	642,416	(302,859)	1,794,779
NET CHANGE IN FUND BALANCE	<u>\$ 134,235</u>	536,076	<u>\$ 401,841</u>	(428,288)
FUND BALANCE, MAY 1		<u>938,035</u>		<u>1,366,323</u>
FUND BALANCE, APRIL 30		<u>\$ 1,474,111</u>		<u>\$ 938,035</u>

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

**SCHEDULE OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
SPECIAL SERVICE AREA FUND**

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023		Variance	2022
	Original and Final Budget	Actual	Over (Under)	Actual
REVENUES				
Taxes	\$ 5,000	\$ 5,015	\$ 15	\$ 5,072
Investment income	100	662	562	25
Total revenues	5,100	5,677	577	5,097
EXPENDITURES				
Current				
Contractual services	6,750	9,509	2,759	1,194
Total expenditures	6,750	9,509	2,759	1,194
NET CHANGE IN FUND BALANCE	<u>\$ (1,650)</u>	(3,832)	<u>\$ (2,182)</u>	3,903
FUND BALANCE, MAY 1		<u>25,088</u>		<u>21,185</u>
FUND BALANCE, APRIL 30		<u>\$ 21,256</u>		<u>\$ 25,088</u>

(See independent auditor's report.)

MAJOR ENTERPRISE FUND

Water Operations Fund - to account for the financing of self-supporting municipal activities which render services generally on a user charge basis to the general public. The significant characteristic of an enterprise fund is that the accounting system makes it possible to determine whether that particular service area is operated at a profit or a loss in accordance with the GAAPs followed by private business concerns.

CITY OF DARIEN, ILLINOIS

**SCHEDULE OF REVENUES, EXPENSES,
AND CHANGES IN NET POSITION - BUDGET AND ACTUAL
WATER OPERATIONS FUND**

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023			
	Original and Final Budget	Actual	Variance Over (Under)	2022 Actual
OPERATING REVENUES				
Charges for services				
Water sales	\$ 7,816,003	\$ 7,658,766	\$ (157,237)	\$ 7,862,004
Inspections/tap on/permits	5,000	49,258	44,258	16,756
Sale of meters	1,000	6,056	5,056	1,305
Other water sales	1,000	13,621	12,621	9,607
Total operating revenues	7,823,003	7,727,701	(95,302)	7,889,672
OPERATING EXPENSES EXCLUDING DEPRECIATION				
Personnel services				
Salaries	619,797	609,527	(10,270)	575,727
Overtime	90,000	95,902	5,902	120,772
Social Security	44,007	37,977	(6,030)	38,925
Medicare	10,292	9,175	(1,117)	9,226
IMRF	70,980	69,068	(1,912)	94,716
Medical/life insurance	115,788	120,634	4,846	92,468
Supplemental pensions	2,400	2,400	-	2,400
Total personnel services	953,264	944,683	(8,581)	934,234
Materials and supplies				
Liability insurance	211,720	150,938	(60,782)	119,875
Maintenance - building	42,553	26,973	(15,580)	17,924
Maintenance - equipment	17,650	17,286	(364)	19,642
Maintenance - vehicles	-	997	997	-
Maintenance - water system	428,125	375,659	(52,466)	225,181
Postage/mailings	1,600	528	(1,072)	273
Quality controls	10,850	10,772	(78)	7,306
Service charge	250,000	250,000	-	250,000
Supplies - operation	5,600	5,424	(176)	3,289
Training and education	6,150	640	(5,510)	1,931
Telephone	13,550	7,937	(5,613)	5,445
Uniforms	3,825	3,987	162	3,514
Utilities	42,000	36,232	(5,768)	49,161
Vehicle (gas and oil)	15,215	35,009	19,794	22,000
Total materials and supplies	1,048,838	922,382	(126,456)	725,541
Contractual				
Audit	11,513	10,625	(888)	11,513
Consulting/professional	14,950	5,790	(9,160)	6,548
Leak detection	52,800	12,917	(39,883)	12,020
Data processing	162,837	160,878	(1,959)	184,810
DuPage Water Commission	4,816,183	4,676,705	(139,478)	4,568,528
Total contractual	5,058,283	4,866,915	(191,368)	4,783,419

(This schedule is continued on the following page.)

CITY OF DARIEN, ILLINOIS

SCHEDULE OF REVENUES, EXPENSES,
AND CHANGES IN NET POSITION - BUDGET AND ACTUAL (Continued)
WATER OPERATIONS FUND

For the Year Ended April 30, 2023
(With Prior Year Actual)

	2023		Variance	
	Original and	Actual	Over	2022
	Final Budget		(Under)	Actual
OPERATING EXPENSES				
EXCLUDING DEPRECIATION (Continued)				
Capital outlay				
Equipment	\$ 673,200	\$ 499,328	\$ (173,872)	\$ 65,778
Water meters	5,000	4,041	(959)	16,009
Infrastructure	3,025,000	3,066,933	41,933	244,117
	<hr/>	<hr/>	<hr/>	<hr/>
Total capital outlay	3,703,200	3,570,302	(132,898)	325,904
	<hr/>	<hr/>	<hr/>	<hr/>
Total operating expenses excluding depreciation	10,763,585	10,304,282	(459,303)	6,769,098
	<hr/>	<hr/>	<hr/>	<hr/>
OPERATING INCOME (LOSS)	(2,940,582)	(2,576,581)	364,001	1,120,574
	<hr/>	<hr/>	<hr/>	<hr/>
NON-OPERATING REVENUES (EXPENSES)				
Investment income	2,500	147,362	144,862	6,683
Miscellaneous income	-	37,167	37,167	111,876
Debt service				
Principal repayment	(570,000)	(570,000)	-	(555,000)
Interest expense	(123,975)	(114,602)	9,373	(132,031)
	<hr/>	<hr/>	<hr/>	<hr/>
Total non-operating revenues (expenses)	(691,475)	(500,073)	191,402	(568,472)
	<hr/>	<hr/>	<hr/>	<hr/>
NET INCOME (LOSS) BEFORE TRANSFERS AND CAPITAL GRANTS AND CONTRIBUTIONS	(3,632,057)	(3,076,654)	555,403	552,102
	<hr/>	<hr/>	<hr/>	<hr/>
TRANSFERS				
Transfers in	1,500,000	2,070,000	570,000	1,200,000
Transfers (out)	-	(2,070,000)	(2,070,000)	(1,200,000)
	<hr/>	<hr/>	<hr/>	<hr/>
Total transfers	1,500,000	-	(1,500,000)	-
	<hr/>	<hr/>	<hr/>	<hr/>
CAPITAL GRANTS AND CONTRIBUTIONS	-	-	-	-
	<hr/>	<hr/>	<hr/>	<hr/>
NET INCOME (LOSS) BUDGETARY BASIS	<u>\$ (2,132,057)</u>	<u>(3,076,654)</u>	<u>\$ (944,597)</u>	<u>552,102</u>
	<hr/>	<hr/>	<hr/>	<hr/>
ADJUSTMENTS TO GAAP BASIS				
Capital outlay capitalized		3,463,805		-
Principal repayment		570,000		555,000
Bond amortization		(2,398)		(2,949)
Pension/OPEB expense		(24,233)		267,995
Depreciation		<u>(552,297)</u>		<u>(361,365)</u>
		<hr/>		<hr/>
Total adjustments to GAAP basis		3,454,877		458,681
		<hr/>		<hr/>
CHANGE IN NET POSITION		378,223		1,010,783
		<hr/>		<hr/>
NET POSITION, MAY 1		10,169,911		9,159,128
		<hr/>		<hr/>
NET POSITION, APRIL 30		<u><u>\$ 10,548,134</u></u>		<u><u>\$ 10,169,911</u></u>

(See independent auditor's report.)

SUPPLEMENTAL DATA

CITY OF DARIEN, ILLINOIS

**LONG-TERM DEBT REQUIREMENTS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012**

April 30, 2023

Date of Issue	July 12, 2012
Date of Maturity	December 15, 2025
Authorized Issue	\$2,810,000
Interest Rates	2.00% to 3.50%
Interest Dates	June 15 and December 15
Principal Maturity Date	December 15
Payable at	Bank of New York Mellon

FUTURE PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Tax Levy			Interest Due on			
	Principal	Interest	Total	June 15	Amount	December 15	Amount
2024	\$ 275,000	\$ 29,750	\$ 304,750	2023	\$ 14,875	2023	\$ 14,875
2025	285,000	20,125	305,125	2024	10,063	2024	10,062
2026	290,000	10,150	300,150	2025	5,075	2025	5,075
	<u>\$ 850,000</u>	<u>\$ 60,025</u>	<u>\$ 910,025</u>		<u>\$ 30,013</u>		<u>\$ 30,012</u>

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

**LONG-TERM DEBT REQUIREMENTS
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2015**

April 30, 2023

Date of Issue	December 21, 2015
Date of Maturity	January 1, 2024
Authorized Issue	\$1,360,000
Interest Rates	1.25% to 2.20%
Interest Dates	January 1 and July 1
Principal Maturity Date	January 1
Payable at	Bank of New York Mellon

FUTURE PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Tax Levy			July 1	Interest Due on		
	Principal	Interest	Total		Amount	January 1	Amount
2024	\$ 110,000	\$ 2,420	\$ 112,420	2023	\$ 1,210	2024	\$ 1,210
	<u>\$ 110,000</u>	<u>\$ 2,420</u>	<u>\$ 112,420</u>		<u>\$ 1,210</u>		<u>\$ 1,210</u>

(See independent auditor's report.)

CITY OF DARIEN, ILLINOIS

**LONG-TERM DEBT REQUIREMENTS
GENERAL OBLIGATION BONDS, SERIES 2018**

April 30, 2023

Date of Issue	April 16, 2018
Date of Maturity	January 1, 2030
Authorized Issue	\$3,500,000
Interest Rates	3%
Interest Dates	January 1 and July 1
Principal Maturity Date	January 1
Payable at	Amalgamated Bank of Chicago

FUTURE PRINCIPAL AND INTEREST REQUIREMENTS

Fiscal Year	Tax Levy			Interest Due on			
	Principal	Interest	Total	July 1	Amount	January 1	Amount
2024	\$ 315,000	\$ 72,150	\$ 387,150	2023	\$ 36,075	2024	\$ 36,075
2025	325,000	62,700	387,700	2024	31,350	2025	31,350
2026	330,000	52,950	382,950	2025	26,475	2026	26,475
2027	340,000	43,050	383,050	2026	21,525	2027	21,525
2028	355,000	32,850	387,850	2027	16,425	2028	16,425
2029	365,000	22,200	387,200	2028	11,100	2029	11,100
2030	375,000	11,250	386,250	2029	5,625	2030	5,625
	<u>\$ 2,405,000</u>	<u>\$ 297,150</u>	<u>\$ 2,702,150</u>		<u>\$ 148,575</u>		<u>\$ 148,575</u>

(See independent auditor's report.)



SIKICH®

CITY OF DARIEN, ILLINOIS

AUDITOR’S COMMUNICATION TO THE
HONORABLE MAYOR AND
MEMBERS OF THE CITY COUNCIL

For the Year Ended April 30, 2023



SIKICH.COM

CITY OF DARIEN, ILLINOIS
AUDITOR’S COMMUNICATION TO THE HONORABLE MAYOR
AND MEMBERS OF THE CITY COUNCIL
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1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

September 7, 2023

The Honorable Mayor
Members of the City Council
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Ladies and Gentlemen:

As part of our audit process we are required to have certain communications with those charged with governance at the beginning of our audit process and at the conclusion of the audit. Those communications include information related to the planned scope and timing of our audit, as well as other information required by auditing standards. Our communication at the beginning of our audit process along with our questionnaire regarding consideration of fraud in a financial statement audit was sent to you April 26, 2023.

In addition, auditing standards require the communication of internal control related matters to those charged with governance. Our communication of these matters is enclosed within this document.

This information is intended solely for the use of the Mayor, City Council and management of the City of Darien and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

Sikich LLP

Sikich LLP
By: James R. Savio, CPA, MAS
Partner

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

September 7, 2023

The Honorable Mayor
Members of the City Council
City of Darien, Illinois

We have audited the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of Darien, Illinois (the City) for the fiscal year ended April 30, 2023 and the related notes to financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated September 7, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards* and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated March 13, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended April 30, 2023, except for the implementation of GASB Statement No. 87, *Leases*. We noted no transactions entered into by the City during the year for which there is lack of authoritative guidance or consensus.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. We noted no particularly sensitive estimates made by management during our audit of the financial statements except for the actuarial valuation and assumptions for the pension and OPEB plans.

Management's estimate of the City's total pension liabilities, and total other postemployment benefit liability are based on various actuarially determined amounts, including estimated investment returns, dates of employee retirement, discount rates, healthcare trend rates, and mortality rates. We evaluated key factors and assumptions used to develop the management's estimates of the City's total pension liabilities and total other postemployment benefit liability in determining that it is reasonable in relation to the financial statements taken as a whole.

The disclosures in the financial statements are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected any such misstatements. None of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole, except for AJE#02 and AJE#04.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated September 7, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those financial statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information as listed in the table of contents, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining and individual fund financial statements and schedules as listed in the table of contents, which accompany the basic financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the basic financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the basic financial statements or to the basic financial statements themselves.

We were not engaged to report on the introductory section and supplemental data as listed in the table of contents, which accompany the basic financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction in Use

This information is intended solely for the use of the Mayor, City Council and management of the City of Darien, and is not intended to be, and should not be, used by anyone other than these specified parties.

We appreciate the courtesies extended to us by the City. If you have any questions regarding the purpose of this letter or the requirement mentioned, please contact us.

Sincerely,

Sikich LLP

Sikich LLP

By: James R. Savio, CPA, MAS
Partner

City of Darien

Year End: April 30, 2023

Adjusting Journal Entries

Date: 5/1/2022 To 4/30/2023

Account No: AJE#01 To AJE#04

Number	Date	Name	Account No	Amount
AJE#01	4/30/2023	Telecom Tax Receivable	01-1206 01-GF	(6,751.71)
AJE#01	4/30/2023	Sales Tax Receivable	01-1207 01-GF	28,506.59
AJE#01	4/30/2023	Local Use Tax Receivable	01-1208 01-GF	(12,914.43)
AJE#01	4/30/2023	Telecommunication Taxes	01-00-3242 01-GF	6,751.71
AJE#01	4/30/2023	Local Use Tax	01-00-3420 01-GF	12,914.43
AJE#01	4/30/2023	Sales Taxes	01-00-3430 01-GF	(28,506.59)
		To update sales tax, use tax, and telecom tax receivables		
AJE#02	4/30/2023	Deferred Outflow - IMRF	02-1178 02-WF	558,655.00
AJE#02	4/30/2023	Net Pension Liability	02-2003 02-WF	210,576.00
AJE#02	4/30/2023	Deferred inflow - IMRF	02-2005 02-WF	(774,392.00)
AJE#02	4/30/2023	Deferred Outflow - IMRF	98-1178 98-G	1,341,629.00
AJE#02	4/30/2023	Net Pension Liabilities - IMRF	98-2004 98-G	(210,576.00)
AJE#02	4/30/2023	Deferred inflow - IMRF	98-2005 98-G	(1,125,891.00)
AJE#02	4/30/2023	Pension Expense - Chnge in IMRF	02-50-4116 02-WF	5,161.00
AJE#02	4/30/2023	Pension Expense - GG	98-50-6506 98-G	(1,444.00)
AJE#02	4/30/2023	Pension Expense - HS	98-50-6507 98-G	(2,538.00)
AJE#02	4/30/2023	Pension Expense - PS	98-50-6508 98-G	(1,180.00)
		To update IMRF valuation entry		
AJE#03	4/30/2023	Accounts Payable	02-2150 02-WF	14,875.00
AJE#03	4/30/2023	Debt Retire-Water Refunding	02-50-4950 02-WF	(14,875.00)
		To reverse interest payable that's recorded in accounts payable and the interest payable account		
AJE#04	4/30/2023	Deferred Outflow - Police Pen	98-1179 98-G	542,371.00
AJE#04	4/30/2023	Net Pension Liab - Police Pen	98-2006 98-G	(2,297,794.00)
AJE#04	4/30/2023	Deferred Inflow - Police Pen	98-2007 98-G	201,573.00
AJE#04	4/30/2023	Change in Pension Expense - Police Pension	98-50-6510 98-G	1,553,850.00
		Police Pension GASB 67/68		

CITY OF DARIEN, ILLINOIS

**COMMUNICATION OF DEFICIENCIES
IN INTERNAL CONTROL AND
OTHER COMMENTS TO MANAGEMENT**

April 30, 2023

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

The Honorable Mayor
Members of Management
City of Darien, Illinois

As part of the annual audit, we are required to communicate internal control matters that we classify as significant deficiencies and material weaknesses to those charged with governance. A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

During our audit, we also identify certain matters which we communicate only to management. While many of these matters are operational in nature, they may include internal control deficiencies that do not meet the definition of a significant deficiency or material weakness. We have chosen to communicate these matters in this communication. As discussed on the following pages, we identified certain deficiencies in internal control. In addition, we reviewed the status of the deficiencies from April 30, 2022. The status of these is included in Appendix A.

This memorandum is intended solely for the information and use of management and the City Council and is not intended and should not be used by anyone other than these specified parties.

I encourage you to contact me at (630) 566-8516 should you have any questions.

Sikich LLP

Naperville, Illinois
September 7, 2023

OTHER INFORMATION

Future Accounting Pronouncements

The Governmental Accounting Standards Board has issued a number of pronouncements that may impact the City in the future.

GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* was issued to address tissues related to accounting and reporting for public-private and public-public partnership arrangements (PPPs). A PPP a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Some PPPs meet the definition of a service concession arrangement (SCA), which is defined in this Statement as a PPP in which (1) the operator collects and is compensated by fees from third parties; (2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and (3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement. This Statement also provides guidance for accounting and financial reporting for availability payment arrangements (APAs). As defined in this Statement, an APA is an arrangement in which a government compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction. This Statement is effective for fiscal year ending April 30, 2024.

GASB Statement No. 96, *Solution-Based Information Technology Arrangements*, provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users. A SBITA is defined as a contract that conveys control of the right to use another party's (a SBITA vendor's) information technology (IT) software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction. This Statement establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability, provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. This Statement is effective for fiscal year ending April 30, 2024. Earlier application is encouraged.

OTHER INFORMATION (Continued)

Future Accounting Pronouncements (Continued)

GASB Statement No. 99, *Omnibus 2022*, addresses a variety of topics including: Classification and reporting of derivative instruments within the scope of Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*, that do not meet the definition of either an investment derivative instrument or a hedging derivative instrument; clarification of provisions in Statement No. 87, *Leases*, as amended, related to the determination of the lease term, classification of a lease as a short-term lease, recognition and measurement of a lease liability and a lease asset, and identification of lease incentives; clarification of provisions in Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, related to (a) the determination of the public-private and public-public partnership (PPP) term and (b) recognition and measurement of installment payments and the transfer of the underlying PPP asset; clarification of provisions in Statement No. 96, *Subscription-Based Information Technology Arrangements*, related to the subscription-based information technology arrangement (SBITA) term, classification of a SBITA as a short-term SBITA, and recognition and measurement of a subscription liability; extension of the period during which the London Interbank Offered Rate (LIBOR) is considered an appropriate benchmark interest rate for the qualitative evaluation of the effectiveness of an interest rate swap that hedges the interest rate risk of taxable debt; accounting for the distribution of benefits as part of the Supplemental Nutrition Assistance Program (SNAP); disclosures related to nonmonetary transactions; pledges of future revenues when resources are not received by the pledging government; clarification of provisions in Statement No. 34, *Basic Financial Statements—and Management’s Discussion and Analysis—for State and Local Governments*, as amended, related to the focus of the government-wide financial statements; terminology updates related to certain provisions of Statement No. 63, *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*; and terminology used in Statement 53 to refer to resource flows statements. This statement is effective upon issuance for requirements related to the extension of the use of LIBOR, accounting for SNAP distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification of certain provisions in Statement 34, as amended, and terminology updates related to Statement 53 and Statement 63. The effective date for the requirements related to leases, PPPs, and SBITAs is April 30, 2024. The effective date for the requirement related to financial guarantees and the classification and reporting of derivative instruments within the scope of Statement 53 is April 30, 2025.

GASB Statement No. 100, *Accounting Changes and Error Corrections—an Amendment of GASB Statement No. 62*, enhances accounting and financial reporting requirement for accounting changes and error corrections. This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement also addresses corrections of errors in previously issued financial statements. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). This Statement is effective for the fiscal year ended April 30, 2025.

OTHER INFORMATION (Continued)

Future Accounting Pronouncements (Continued)

GASB Statement No. 101, Compensated Absences, requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. This Statement requires that a liability for certain types of compensated absences—including parental leave, military leave, and jury duty leave—not be recognized until the leave commences. This Statement also requires that a liability for specific types of compensated absences not be recognized until the leave is used. This Statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. With respect to financial statements prepared using the current financial resources measurement focus, this Statement requires that expenditures be recognized for the amount that normally would be liquidated with expendable available financial resources. This Statement amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability (as long as they identify it as a net change). In addition, governments are no longer required to disclose which governmental funds typically have been used to liquidate the liability for compensated absences. This Statement is effective for the fiscal year ended April 30, 2025.

We will advise the City of any progress made by GASB in developing this and other future pronouncements that may have an impact on the financial position and results of operation of the City.

APPENDIX A
STATUS OF COMMENTS FROM APRIL 30, 2022

DEFICIENCIES

We consider the following to be deficiencies in the City's internal controls.

1. Segregation of Duties

During our review of internal controls, we noted that journal entries can be entered into the general ledger without being approved by a separate individual. We recommend that all general journal entries be reviewed and approved by someone other than the person entering and/or creating the journal entry to maintain an audit trail that documents both the preparer and reviewer of the original entry.

If a secondary review of the general journal entries is not practical, the City Council serves as a compensating control for the lack of segregation of duties in this area. Accordingly, it is important for the City Council to continue to review and approve monthly budget versus actual statements by fund. Additionally, the Council should continue to review and approve all significant financial transactions including purchases, payments to vendors/employees, and investments and to document the dollar amount of those approvals in the minutes.

Status - Comment still applicable as of April 30, 2023.

2. Police Cash Receipts

During our audit, we performed a walkthrough of cash receipts key internal controls at the police department. Sikich noted that a page was missing from the tow receipts deposit log and we were unable to verify the receipt matched the deposit log. Additionally, we noted the police department does not regularly reconcile cash receipts. Sikich recommends that the police department retain all cash receipt deposit logs and the department reconcile cash receipts on a daily basis prior to when the cash is taken to City Hall. Further, Sikich recommends the department implement a two person review process where the reconciliation is reviewed by a separate individual than the person who prepared the reconciliation.

Status - Comment considered implemented as of April 30, 2023.

Sikich LLP is a global company specializing in technology-enabled professional services.

Now with more than 1,600 employees, Sikich draws on a diverse portfolio of technology solutions to deliver transformative digital strategies and ranks as one of the largest CPA firms in the United States. From corporations and not-for-profits to state and local governments and federal agencies, Sikich clients utilize a broad spectrum of services and products to help them improve performance and achieve long-term, strategic goals.

INDUSTRIES

Sikich provides services and solutions to a wide range of industries. We have devoted substantial resources to develop a significant base of expertise and experience in:

AGRICULTURE	AUTOMOTIVE	CONSTRUCTION & REAL ESTATE
DISTRIBUTION & SUPPLY CHAIN	GOVERNMENT	HIGH-TECH
LIFE SCIENCES	MANUFACTURING	NOT-FOR-PROFIT
PRIVATE EQUITY	PROFESSIONAL SERVICES	

SPECIALIZED SERVICES

ACCOUNTING, AUDIT, TAX & CONSULTING SERVICES

- Outsourced Accounting
- Audit & Assurance
- Consulting Services
- Employee Benefit Plan Audits
- International Tax
- Tax

TECHNOLOGY

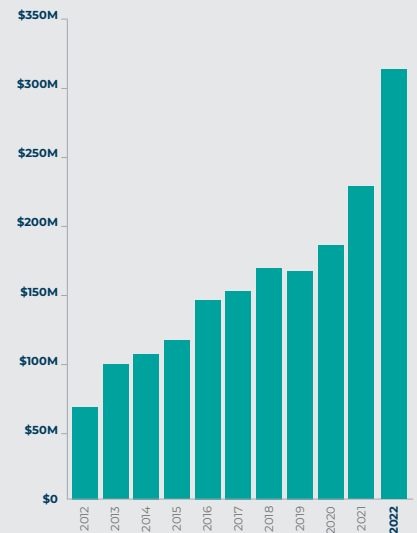
- Business Application
- Cloud & Infrastructure
- Consulting & Implementation
- Cybersecurity & Compliance
- Digital Transformation Consulting

ADVISORY

- Forensic & Valuation Services
- Governance, Risk & Compliance Services
- Human Capital Management & Payroll Consulting
- Insurance Services
- Investment Banking*
- Marketing & Communications
- Retirement Plan Services
- Regulatory, Quality & Compliance
- Site Selection & Business Incentives
- Succession Planning
- Supply Chain
- Transaction Advisory Services
- Wealth Management**
- Workforce Risk Management

WHO WE ARE

TOTAL PARTNERS100+
TOTAL PERSONNEL1,600+
2022 REVENUE\$316.4M



OFFICE LOCATIONS

Ahmedabad, GJ	Milwaukee, WI
Akron, OH	(262) 754-9400
(330) 864-6661	Naperville, IL
Alexandria, VA	(630) 566-8400
(703) 836-1350	Peoria, IL
(703) 836-6701	(309) 694-4251
Bangalore, KA	Princeton, NJ
Boston, MA	(609) 285-5000
(508) 485-5588	Springfield, IL
Chattanooga, TN	(217) 793-3363
(423) 954-3007	St. Louis, MO
Chicago, IL	(314) 275-7277
(312) 648-6666	Washington, MO
Decatur, IL	(636) 239-4785
(217) 423-6000	
Indianapolis, IN	
(317) 842-4466	
Los Angeles, CA	
(877) 279-1900	

* Securities offered through Sikich Corporate Finance LLC, member FINRA/SIPC.

** Investment advisory services offered through Sikich Financial, an SEC Registered Investment Advisor.

CULTURE

Our dynamic work culture fosters learning, growth and innovation, attracting top-notch team members who see the big picture. Sikich's culture is built on a flexible, trusting work environment and the key pillars of Absolute Integrity, Bias for Action, Continuous Innovation and Servant Leadership. We believe our people are our greatest asset and work hard to ensure that all team members feel empowered, comfortable and valued.



CERTIFICATIONS & AWARDS

All professional accounting staff with more than one year of experience have earned or are working toward earning the Certified Public Accountant designation. Sikich is a member of the **American Institute of Certified Public Accountants' Governmental Audit Quality Center** and the **Employee Benefit Plan Audit Quality Center**.

We adhere to the strict requirements of membership, which assure we meet the highest standards of audit quality. **In 2020, Sikich received its 11th consecutive unmodified ("pass") peer review report**, the highest level of recognition conferred upon a public accounting firm for its quality control systems.



Sikich ranks among the **top 30 firms nationally** on the **Accounting Today Top 100 Firms list**.

Sikich is a **Microsoft Dynamics' 2023/2024 Inner Circle** award recipient, a recognition that places Sikich in the **top 1% of all Microsoft Business Applications partners globally**.



We also maintain the **Oracle NetSuite 5 Star Award** and are among the **top three U.S. partners of Oracle NetSuite**.



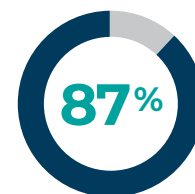
Sikich ranks on the **Redmond Channel Partner Magazine's top 350 Microsoft partners in the U.S.**, **CRN's Top 500 Managed Service Providers**, **CRN's Top 500 Solution Providers** and **Channel Futures' MSP 501**.



NET PROMOTER SCORE

The firm's overall Net Promoter Score (NPS) is 87%.

This is a measure of our clients' willingness to recommend Sikich's services and products. An NPS of 50% is considered excellent, and 70% NPS is considered world-class.



1415 West Diehl Road, Suite 400
Naperville, IL 60563
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The Honorable Mayor
Members of the City Council
City of Darien, Illinois

Ladies and Gentlemen:

In planning and performing our audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Darien, Illinois (the City) as of and for the year ended April 30, 2023, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis.

This communication is intended solely for the information and use of the Mayor, City Council and management and is not intended to be and should not be used by anyone other than these specified parties.

Sikich LLP

Naperville, Illinois
September 7, 2023



SIKICH®

CITY OF DARIEN, ILLINOIS

SINGLE AUDIT

For the Year Ended April 30, 2023



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CITY OF DARIEN, ILLINOIS
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1415 West Diehl Road, Suite 400
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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL
OVER COMPLIANCE AND REPORT ON THE SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

The Honorable Mayor
Members of the City Council
City of Darien, Illinois

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Darien, Illinois' (the City) compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended April 30, 2023. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of Darien, Illinois, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended April 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance,

such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended April 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated September 7, 2023 which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Sikich LLP

Naperville, Illinois
September 7, 2023

CITY OF DARIEN, ILLINOIS

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Year Ended April 30, 2023

Federal Grantor	Pass-Through Grantor	Program Title	Federal ALN Number	Program/Grant Number	Expenditures
Department of Justice	N/A	Bulletproof Vest Partnership Program	16.607	N/A	
		Bulletproof Vest Partnership Program			\$ 932
		Total Bulletproof Vest Partnership Program			932
	N/A	Equitable Sharing Program	16.922	Federal Seizure - N/A	
		Equitable Sharing Program			89,383
		Total Equitable Sharing Program			89,383
		Total Department of Justice			90,315
Department of the Treasury	Illinois Department of Commerce	COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027*	N/A	
		COVID-19 Coronavirus State and Local Fiscal Recovery Funds			1,569,077
		Total COVID-19 Coronavirus State and Local Fiscal Recovery Funds			1,569,077
		Total Department of the Treasury			1,569,077
TOTAL EXPENDITURES OF FEDERAL AWARDS					\$ 1,659,392

* denotes major program

CITY OF DARIEN, ILLINOIS

NOTES TO SCHEDULE OF EXPENDITURES

For the Year Ended April 30, 2023

Note A - Basis of Accounting

The accompanying schedule of expenditures of federal awards is a summary of the activity of the City's federal award programs presented on the modified accrual basis of accounting in accordance with generally accepted accounting principles. Accordingly, revenues are recognized when the qualifying expenditure has been incurred and expenditures have been recognized when the fund liability has been incurred.

Note B - Subrecipients

There were no subrecipients for the fiscal year ending April 30, 2023.

Note C - Other Information

The City did not receive any federal insurance, free rent, or noncash assistance and had no federal loans or loan guarantees outstanding with continuing compliance requirements during the year ended April 30, 2023.

Note D - 10% De Minimis Indirect Cost Rate

The City has elected to use the 10% de minimis indirect cost rate as permitted by 2 CFR Section 200.414.

CITY OF DARIEN, ILLINOIS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended April 30, 2023

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

_____ yes X no

Significant deficiency(ies) identified?

_____ yes X none reported

Noncompliance material to financial statements noted?

_____ yes X no

Federal Awards

Internal control over major federal programs:

Material weakness(es) identified?

_____ yes X no

Significant deficiency(ies) identified?

_____ yes X none reported

Type of auditor's report issued on compliance for
major federal programs:

Unmodified

Any audit findings disclosed that are required to be
reported in accordance with 2 CFR 200.516(a)?

_____ yes X no

Identification of major federal programs:

ALN Number(s)

Name of Federal Program or Cluster

21.027

COVID-19 Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between

Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee?

X yes _____ no

CITY OF DARIEN, ILLINOIS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the Year Ended April 30, 2023

Section II - Financial Statement Findings

None

Section III - Federal Award Findings and Questioned Costs

None

Section IV - Prior Year Award Findings and Questioned Costs

None



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CITY OF DARIEN DARIEN, ILLINOIS

ILLINOIS GRANT ACCOUNTABILITY AND TRANSPARENCY ACT - CONSOLIDATED YEAR END FINANCIAL REPORT

For the Year Ended April 30, 2023



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CITY OF DARIEN
DARIEN, ILLINOIS
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1415 West Diehl Road, Suite 400
Naperville, IL 60563
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INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

The Honorable Mayor
Members of the City Council
City of Darien, Illinois

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of Darien, Illinois (the City) as of and for the year ended April 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated September 7, 2023, which expressed unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying Consolidated Year-End Financial Report is presented for purposes of additional analysis, as required by the Illinois Grant Accountability and Transparency Act, and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Sikich LLP

Naperville, Illinois
September 7, 2023

CITY OF DARIEN, ILLINOIS

**ILLINOIS GRANT ACCOUNTABILITY AND TRANSPARENCY ACT
CONSOLIDATED YEAR END FINANCIAL REPORT**

For the Year Ended April 30, 2023

CSFA Number	Program Name	State	Federal	Other	Total
420-00-1758	Site Improvements	\$ -	\$ -	\$ -	\$ -
444-26-1565	Tobacco Enforcement Program	-	-	-	-
478-00-2719	Coronavirus State and Local Fiscal Recovery Funds (SLFRF)	-	1,569,077	-	1,569,077
494-00-2356	Rebuild Illinois Local Bond Program	-	-	-	-
	Other grant programs and activities	-	90,315	6,167	96,482
	All Other Costs not Allocated	-	-	25,139,325	25,139,325
	TOTALS	\$ -	\$ 1,659,392	\$ 25,145,492	\$ 26,804,884

(See independent auditor's report on supplementary information.)

CITY OF DARIEN
POLICE PENSION FUND
ACTUARIAL VALUATION
AS OF MAY 1, 2023
CONTRIBUTIONS APPLICABLE TO THE
PLAN/FISCAL YEAR ENDING APRIL 30, 2025



FOSTER & FOSTER
ACTUARIES AND CONSULTANTS



August 2, 2023

Board of Trustees
City of Darien Police Pension Fund

Re: Actuarial Valuation Report – City of Darien Police Pension Fund

Dear Board:

We are pleased to present to the Board this report of the annual actuarial valuation of the City of Darien Police Pension Fund. The funding valuation was performed to determine whether the assets and contributions are sufficient to provide the prescribed benefits and to develop the appropriate funding requirements for the applicable plan year. Use of the results for other purposes may not be applicable and could produce significantly different results.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflects laws and regulations issued to date pursuant to the provisions of Article 3, Illinois Pension Code, as well as applicable federal laws and regulations. In our opinion, the assumptions used in this valuation, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience. Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the valuation, we did not perform an analysis of the potential range of such future measurements.

The funding percentages and unfunded accrued liability as measured based on the actuarial value of assets will differ from similar measures based on the market value of assets. These measures, as provided, are appropriate for determining the adequacy of future contributions, but may not be appropriate for the purpose of settling a portion or all of its liabilities.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by the Board, financial reports prepared by the custodian bank and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The undersigned are familiar with the immediate and long-term aspects of pension valuations and meet the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial opinions contained herein. All of the sections of this report are considered an integral part of the actuarial opinions.


To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the City of Darien, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the City of Darien Police Pension Fund. Thus, there is no relationship existing that might affect our capacity to prepare and certify this actuarial report.

If there are any questions, concerns, or comments about any of the items contained in this report, please contact us at 630-620-0200.

Respectfully submitted,

Foster & Foster, Inc.

By: 
Jason L. Franken, FSA, EA, MAAA

By: 
Heidi E. Andorfer, FSA, EA, MAAA

JLF/lke
Enclosures

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SUMMARY OF REPORT

The regular annual actuarial valuation of the City of Darien Police Pension Fund, performed as of May 1, 2023, has been completed and the results are presented in this report. The contribution amounts set forth herein are applicable to the plan/fiscal year ended April 30, 2025.

The contribution requirements, compared with those set forth in the May 1, 2022 actuarial report, are as follows:

Valuation Date	5/1/2023	5/1/2022
Applicable to Fiscal Year Ending	<u>4/30/2025</u>	<u>4/30/2024</u>
Total Recommended Contribution	\$2,949,559	\$2,743,261
% of Projected Annual Payroll	81.3%	80.6%
Member Contributions (Est.)	(359,624)	(337,097)
% of Projected Annual Payroll	(9.9%)	(9.9%)
City Recommended Contribution	2,589,935	2,406,164
% of Projected Annual Payroll	71.4%	70.7%

As you can see, the Total Recommended Contribution shows an increase when compared to the results determined in the May 1, 2022 actuarial valuation report. The increase is mainly attributable to unfavorable plan experience and the natural increase in amortization payment due to the payroll growth assumption. The increase was offset in part by a decrease in the assumed administrative expenses.

Plan experience was unfavorable overall on the basis of the plan's actuarial assumptions. Sources of unfavorable experience included an investment return of 4.48% (Actuarial Asset Basis) which fell short of the 7.00% assumption and lower than expected inactive mortality. There were no significant sources of favorable experience.

CHANGES SINCE PRIOR VALUATION

Plan Changes Since Prior Valuation

There were no plan changes since the prior valuation.

Actuarial Assumption/Method Changes Since Prior Valuation

There were no assumption or method changes since the prior valuation.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	<u>5/1/2023</u>	<u>5/1/2022</u>
A. Participant Data		
Number Included		
Actives	32	32
Service Retirees	24	24
Beneficiaries	4	4
Disability Retirees	4	4
Terminated Vested	<u>15</u>	<u>14</u>
Total	79	78
Total Annual Payroll	\$3,628,898	\$3,401,589
Payroll Under Assumed Ret. Age	3,628,898	3,401,589
Annual Rate of Payments to:		
Service Retirees	2,477,980	2,408,370
Beneficiaries	271,837	271,837
Disability Retirees	209,742	204,666
Terminated Vested	114,630	114,630
B. Assets		
Actuarial Value	35,693,069	34,656,435
Market Value	32,873,737	32,756,189
C. Liabilities		
Present Value of Benefits		
Actives		
Retirement Benefits	22,176,238	20,053,291
Disability Benefits	1,830,343	1,737,979
Death Benefits	237,273	225,160
Vested Benefits	1,232,877	1,238,601
Service Retirees	36,140,326	35,882,913
Beneficiaries	2,557,376	2,618,385
Disability Retirees	2,945,769	2,895,003
Terminated Vested	<u>1,593,286</u>	<u>1,488,436</u>
Total	68,713,488	66,139,768

C. Liabilities - (Continued)	<u>5/1/2023</u>	<u>5/1/2022</u>
Present Value of Future Salaries	36,142,412	35,064,189
Present Value of Future Member Contributions	3,581,713	3,474,861
Normal Cost (Retirement)	616,865	581,629
Normal Cost (Disability)	105,619	98,801
Normal Cost (Death)	12,906	11,984
Normal Cost (Vesting)	<u>69,299</u>	<u>71,084</u>
Total Normal Cost	804,689	763,498
Present Value of Future Normal Costs	7,404,240	7,280,673
Accrued Liability (Retirement)	16,392,128	14,370,865
Accrued Liability (Disability)	791,183	731,627
Accrued Liability (Death)	101,115	95,039
Accrued Liability (Vesting)	788,065	776,827
Accrued Liability (Inactives)	<u>43,236,757</u>	<u>42,884,737</u>
Total Actuarial Accrued Liability	61,309,248	58,859,095
Unfunded Actuarial Accrued Liability (UAAL)	25,616,179	24,202,660
Funded Ratio (AVA / AL)	58.2%	58.9%

	<u>5/1/2023</u>	<u>5/1/2022</u>
D. Actuarial Present Value of Accrued Benefits		
Vested Accrued Benefits		
Inactives	43,236,757	42,884,737
Actives	5,323,499	4,296,938
Member Contributions	<u>3,455,143</u>	<u>3,100,393</u>
Total	52,015,399	50,282,068
Non-vested Accrued Benefits	<u>600,118</u>	<u>447,427</u>
Total Present Value Accrued Benefits	52,615,517	50,729,495
Funded Ratio (MVA / PVAB)	62.5%	64.6%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Assumption Changes	0	
Plan Experience	1,354,931	
Benefits Paid	(2,917,849)	
Interest	3,448,940	
Other	<u>0</u>	
Total	1,886,022	

Valuation Date	5/1/2023	5/1/2022
Applicable to Fiscal Year Ending	<u>4/30/2025</u>	<u>4/30/2024</u>

E. Pension Cost

Normal Cost ¹	\$861,017	\$816,943
% of Total Annual Payroll ¹	23.7	24.0
Administrative Expenses ¹	61,286	82,674
% of Total Annual Payroll ¹	1.7	2.4
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 18 years (as of 5/1/2023) ¹	2,027,256	1,843,644
% of Total Annual Payroll ¹	55.9	54.2
Total Recommended Contribution	2,949,559	2,743,261
% of Total Annual Payroll ¹	81.3	80.6
Expected Member Contributions ¹	(359,624)	(337,097)
% of Total Annual Payroll ¹	(9.9)	(9.9)
Expected City Contribution	2,589,935	2,406,164
% of Total Annual Payroll ¹	71.4	70.7

F. Past Contributions

Plan Years Ending:	<u>4/30/2023</u>
Total Recommended Contribution	2,470,968
City	2,114,355
Actual Contributions Made:	
Members (excluding buyback)	356,613
City	<u>2,113,126</u>
Total	2,469,739

G. Net Actuarial (Gain)/Loss	1,370,199
------------------------------	-----------

¹ Contributions developed as of 5/1/2023 displayed above have been adjusted to account for assumed interest.

H. Schedule Illustrating the Amortization of the Total Unfunded Actuarial Accrued Liability as of:

<u>Year</u>	<u>Projected Unfunded Accrued Liability</u>
2023	25,616,179
2024	25,382,055
2025	25,065,656
2029	22,809,688
2033	18,481,502
2037	11,249,943
2041	0

I. (i) 5 Year Comparison of Actual and Assumed Salary Increases

		<u>Actual</u>	<u>Assumed</u>
Year Ended	4/30/2023	6.68%	5.26%
Year Ended	4/30/2022	5.25%	5.62%
Year Ended	4/30/2021	4.98%	5.39%
Year Ended	4/30/2020	4.81%	5.03%
Year Ended	4/30/2019	4.05%	5.15%

(ii) 5 Year Comparison of Investment Return on Actuarial Value

		<u>Actual MVA</u>	<u>Actual AVA</u>	<u>Assumed</u>
Year Ended	4/30/2023	1.92%	4.48%	7.00%
Year Ended	4/30/2022	-8.23%	6.43%	7.00%
Year Ended	4/30/2021	25.25%	9.14%	7.00%
Year Ended	4/30/2020	1.28%	4.66%	7.00%
Year Ended	4/30/2019	6.35%	5.70%	7.00%

DEVELOPMENT OF MAY 1, 2023 AMORTIZATION PAYMENT

(1)	Unfunded Actuarial Accrued Liability as of May 1, 2022	\$24,202,660
(2)	Sponsor Normal Cost developed as of May 1, 2022	426,401
(3)	Expected administrative expenses for the year ended April 30, 2023	77,265
(4)	Expected interest on (1), (2) and (3)	1,726,739
(5)	Sponsor contributions to the System during the year ended April 30, 2023	2,113,126
(6)	Expected interest on (5)	73,959
(7)	Expected Unfunded Actuarial Accrued Liability as of April 30, 2023, (1)+(2)+(3)+(4)-(5)-(6)	24,245,980
(8)	Change to UAAL due to Assumption Change	0
(9)	Change to UAAL due to Actuarial (Gain)/Loss	1,370,199
(10)	Unfunded Accrued Liability as of May 1, 2023	25,616,179
(11)	UAAL Subject to Amortization (100% AAL less Actuarial Assets)	25,616,179

<u>Date</u> <u>Established</u>	<u>Years</u> <u>Remaining</u>	<u>5/1/2023</u> <u>Amount</u>	<u>Amortization</u> <u>Amount</u>
5/1/2023	18	25,616,179	1,894,632

DETAILED ACTUARIAL (GAIN)/LOSS ANALYSIS

(1) Unfunded Actuarial Accrued Liability (UAAL) as of May 1, 2022	\$24,202,660
(2) Expected UAAL as of May 1, 2023	24,245,980
(3) Summary of Actuarial (Gain)/Loss, by component:	
Investment Return (Actuarial Asset Basis)	866,241
Salary Increases	173,330
Active Decrements	(14,565)
Inactive Mortality	302,110
Other	<u>43,083</u>
Change in UAAL due to (Gain)/Loss	1,370,199
Change to UAAL due to Assumption Change	<u>0</u>
(4) Actual UAAL as of May 1, 2023	\$25,616,179

RECONCILIATION OF CHANGES IN CONTRIBUTION REQUIREMENT

(1) Contribution Determined as of May 1, 2022	\$ 2,406,164
(2) Summary of Contribution Impact by component:	
Change in Normal Cost	44,074
Change in Assumed Administrative Expense	(21,388)
Investment Return (Actuarial Asset Basis)	68,554
Salary Increases	13,717
New Entrants	-
Active Decrements	(1,153)
Inactive Mortality	23,909
Contributions (More) or Less than Recommended	101
Increase in Amortization Payment Due to Payroll Growth Assumption	59,918
Change in Expected Member Contributions	(22,527)
Assumption Change	-
Other	<u>18,566</u>
Total Change in Contribution	183,771
(3) Contribution Determined as of May 1, 2023	\$2,589,935

STATUTORY MINIMUM REQUIRED CONTRIBUTION

Contribution requirements shown on this page are calculated according to statutory minimum funding requirements of the Illinois Pension Code. We do not believe this method is sufficient to fund future benefits; as such, we recommend funding according to the contributions developed in Section E of this report.

Valuation Date	5/1/2023	5/1/2022
Applicable to Fiscal Year Ending	<u>4/30/2025</u>	<u>4/30/2024</u>
Actuarial Accrued Liability (PUC)	58,990,279	56,636,548
Actuarial Value of Assets	<u>35,693,069</u>	<u>34,656,435</u>
Unfunded Actuarial Accrued Liability (UAAL)	23,297,210	21,980,113
UAAL Subject to Amortization	17,398,182	16,316,458
Normal Cost ¹	\$1,049,334	\$970,677
% of Total Annual Payroll ¹	28.9	28.5
Administrative Expenses ¹	61,286	82,674
% of Total Annual Payroll ¹	1.7	2.4
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 17 years (as of 5/1/2023) ¹	1,434,748	1,291,279
% of Total Annual Payroll ¹	39.5	38.0
Total Required Contribution	2,545,368	2,344,630
% of Total Annual Payroll ¹	70.1	68.9
Expected Member Contributions ¹	(359,624)	(337,097)
% of Total Annual Payroll ¹	(9.9)	(9.9)
Expected City Contribution	2,185,744	2,007,533
% of Total Annual Payroll ¹	60.2	59.0

Assumptions and Methods:

Actuarial Cost Method	Projected Unit Credit
Amortization Method	90% Funding by 2040

All other assumptions and methods are as described in the Actuarial Assumptions and Methods section.

¹ Contributions developed as of 5/1/2023 displayed above have been adjusted to account for assumed interest.

PROJECTION OF BENEFIT PAYMENTS

Year	Payments for Current Actives	Payments for Current Inactives	Total Payments
2023	45,410	2,992,522	3,037,932
2024	111,639	3,067,517	3,179,156
2025	189,845	3,142,879	3,332,724
2026	265,190	3,210,866	3,476,056
2027	329,767	3,265,817	3,595,584
2028	420,945	3,317,209	3,738,154
2029	579,598	3,372,006	3,951,604
2030	732,060	3,415,710	4,147,770
2031	882,933	3,453,436	4,336,369
2032	1,049,081	3,484,252	4,533,333
2033	1,245,540	3,507,192	4,752,732
2034	1,451,554	3,521,317	4,972,871
2035	1,640,277	3,542,540	5,182,817
2036	1,842,227	3,536,952	5,379,179
2037	2,038,943	3,520,365	5,559,308
2038	2,231,318	3,492,470	5,723,788
2039	2,408,917	3,478,342	5,887,259
2040	2,565,770	3,428,316	5,994,086
2041	2,740,963	3,367,105	6,108,068
2042	2,928,776	3,294,890	6,223,666
2043	3,137,303	3,211,865	6,349,168
2044	3,313,493	3,118,295	6,431,788
2045	3,468,110	3,014,488	6,482,598
2046	3,608,423	2,901,433	6,509,856
2047	3,786,725	2,779,134	6,565,859
2048	3,965,108	2,648,382	6,613,490
2049	4,138,268	2,510,230	6,648,498
2050	4,309,734	2,365,874	6,675,608
2051	4,499,896	2,216,601	6,716,497
2052	4,654,287	2,063,778	6,718,065
2053	4,774,335	1,908,922	6,683,257
2054	4,877,171	1,753,696	6,630,867
2055	4,966,228	1,599,972	6,566,200
2056	5,043,842	1,449,687	6,493,529
2057	5,111,612	1,304,684	6,416,296
2058	5,166,886	1,166,661	6,333,547
2059	5,208,780	1,036,962	6,245,742
2060	5,236,177	916,536	6,152,713
2061	5,247,336	805,974	6,053,310
2062	5,240,654	705,567	5,946,221

ACTUARIAL ASSUMPTIONS AND METHODS

Interest Rate	7.00% per year compounded annually, net of investment related expenses.
Mortality Rate	<p><i>Active Lives:</i> PubS-2010 Employee mortality, unadjusted, with generational improvements with most recent projection scale (currently Scale MP-2021). 10% of active deaths are assumed to be in the line of duty.</p> <p><i>Inactive Lives:</i> PubS-2010 Healthy Retiree mortality, adjusted by a factor of 1.15 for male retirees and unadjusted for female retirees, with generational improvements with most recent projection scale (currently Scale MP-2021).</p> <p><i>Beneficiaries:</i> PubS-2010 Survivor mortality, unadjusted for male beneficiaries and adjusted by a factor of 1.15 for female beneficiaries, with generational improvements with most recent projection scale (currently Scale MP-2021).</p> <p><i>Disabled Lives:</i> PubS-2010 Disabled mortality, adjusted by a factor of 1.08 for male disabled members and unadjusted for female disabled members, with generational improvements with most recent projection scale (currently Scale MP-2021).</p> <p>The mortality assumptions sufficiently accommodate anticipated future mortality improvements.</p>
Retirement Age	See table at end of this section. This is based on a 2022 experience study performed for the Illinois Police Officers' Pension Investment Fund.
Disability Rate	See table at end of this section. 60% of the disabilities are assumed to be in the line of duty. This is based on a 2022 experience study performed for the Illinois Police Officers' Pension Investment Fund.
Termination Rate	See table at end of this section. This is based on a 2022 experience study performed for the Illinois Police Officers' Pension Investment Fund.

Salary Increases

See table below. This is based on a 2022 experience study performed for the Illinois Police Officers' Pension Investment Fund.

Salary Scale	
Service	Rate
0	11.00%
1	9.50%
2	8.00%
3	7.50%
4	7.00%
5	6.00%
6	5.00%
7 - 11	4.00%
12 - 29	3.75%
30+	3.50%

Inflation

2.50%.

Cost-of-Living Adjustment

Tier 1: 3.00% per year after age 55. Those that retire prior to age 55 receive an increase of 1/12 of 3.00% for each full month since benefit commencement upon reaching age 55.

Tier 2: 1.25% per year after the later of attainment of age 60 or first anniversary of retirement.

Marital Status

80% of Members are assumed to be married.

Spouse's Age

Males are assumed to be three years older than females.

Funding Method

Entry Age Normal Cost Method.

Actuarial Asset Method

Investment gains and losses are smoothed over a 5-year period. In the first year, 20% of the gain or loss is recognized. In the second year 40%, in the third year 60%, in the fourth year 80%, and in the fifth year 100% of the gain or loss is recognized. The actuarial investment gain or loss is defined as the actual return on investments minus the actuarial assumed investment return. Actuarial Assets shall not be less than 80% nor greater than 120% of the Market Value of Assets.

Funding Policy Amortization Method

The UAAL is amortized according to a Level Percentage of Payroll method over a period ending in 2041. The initial amortization amount is 100% of the Accrued Liability less the Actuarial Value of Assets.

Payroll Growth

3.25% per year.

Administrative Expenses

Expenses paid out of the fund other than investment-related expenses are assumed to be equal to those paid in the previous year.

Decrement Tables

% Terminating During the Year		% Becoming Disabled During the Year		% Retiring During the Year (Tier 1)		% Retiring During the Year (Tier 2)	
Service	Rate	Age	Rate	Age	Rate	Age	Rate
0	13.00%	20	0.000%	50 - 54	20%	50 - 54	5%
1	8.00%	25	0.029%	55 - 62	25%	55	40%
2	7.00%	30	0.133%	63	33%	56 - 62	25%
3	6.00%	35	0.247%	64	40%	63	33%
4	5.00%	40	0.399%	65 - 69	55%	64	40%
5	4.50%	45	0.561%	70+	100%	65 - 69	55%
6	4.00%	50	0.675%			70+	100%
7	3.50%	55	0.855%				
8	3.00%	60	1.093%				
9	2.50%						
10	2.25%						
11	2.00%						
12	1.75%						
13	1.50%						
14+	1.25%						

GLOSSARY

Total Annual Payroll is the projected annual rate of pay for the fiscal year following the valuation date of all covered members.

Present Value of Benefits is the single sum value on the valuation date of all future benefits to be paid to current Members, Retirees, Beneficiaries, Disability Retirees and Vested Terminations.

Accrued Actuarial Liability is determined according to the plan's actuarial cost method. This amount represents the portion of the anticipated future benefits allocated to years prior to the valuation date.

Normal (Current Year's) Cost is the current year's cost for benefits yet to be funded.

Market Value of Assets is the fair market value of plan assets as of the valuation date. This amount may be adjusted to produce an Actuarial Value of Assets for plan funding purposes.

Actuarial Value of Assets is the asset value used in the valuation to determine contribution requirements. It represents the plan's Market Value of Assets, with adjustments according to the Actuarial Asset Method. These adjustments produce a "smoothed" value that is likely to be less volatile from year to year than the Market Value of Assets.

Unfunded Accrued Liability is the excess of the Accrued Actuarial Liability over the Actuarial Value of Assets.

Total Recommended Contribution is equal to the Normal Cost plus an amount sufficient to amortize the Unfunded Accrued Liability over a period ending in 2041. The recommended amount is adjusted for interest according to the timing of contributions during the year.

Entry Age Normal Cost Method - Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation.

- (a) The normal cost accrual rate equals:
 - (i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by
 - (ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age.
- (b) In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation.
- (c) The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. A beneficiary's accrued liability equals the present value, at the beneficiary's attained age, of future benefits.
- (d) Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

DISCUSSION OF RISK

ASOP No. 51, Assessment and Disclosure of Risk Associated with Measuring Pension Obligations and Determining Pension Plan Contributions, states that the actuary should identify risks that, in the actuary's professional judgment, may reasonably be anticipated to significantly affect the plan's future financial condition.

Throughout this report, actuarial results are determined under various assumption scenarios. These results are based on the premise that all future plan experience will align with the plan's actuarial assumptions; however, there is no guarantee that actual plan experience will align with the plan's assumptions. It is possible that actual plan experience will differ from anticipated experience in an unfavorable manner that will negatively impact the plan's funded position.

Below are examples of ways in which plan experience can deviate from assumptions and the potential impact of that deviation. Typically, this results in an actuarial gain or loss representing the current-year financial impact on the plan's unfunded liability of the experience differing from assumptions; this gain or loss is amortized over a period of time determined by the plan's amortization method. When assumptions are selected that adequately reflect plan experience, gains and losses typically offset one another in the long term, resulting in a relatively low impact on the plan's contribution requirements associated with plan experience. When assumptions are too optimistic, losses can accumulate over time and the plan's amortization payment could potentially grow to an unmanageable level.

- Investment Return: When the rate of return on the Actuarial Value of Assets falls short of the assumption, this produces a loss representing assumed investment earnings that were not realized. Further, it is unlikely that the plan will experience a scenario that matches the assumed return in each year as capital markets can be volatile from year to year. Therefore, contribution amounts can vary in the future.
- Salary Increases: When a plan participant experiences a salary increase that was greater than assumed, this produces a loss representing the cost of an increase in anticipated plan benefits for the participant as compared to the previous year. The total gain or loss associated with salary increases for the plan is the sum of salary gains and losses for all active participants.
- Payroll Growth: The plan's payroll growth assumption, if one is used, causes a predictable annual increase in the plan's amortization payment in order to produce an amortization payment that remains constant as a percentage of payroll if all assumptions are realized. If payroll does not increase according to the plan's payroll growth assumption, the plan's amortization payment can increase significantly as a percentage of payroll even if all assumptions other than the payroll growth assumption are realized.
- Demographic Assumptions: Actuarial results take into account various potential events that could happen to a plan participant, such as retirement, termination, disability, and death. Each of these potential events is assigned a liability based on the likelihood of the event and the financial consequence of the event for the plan. Accordingly, actuarial liabilities reflect a blend of financial consequences associated with various possible outcomes (such as retirement at one of various possible ages). Once the outcome is known (e.g. the participant retires) the liability is adjusted to reflect the known outcome. This adjustment produces a gain or loss depending on whether the outcome was more or less favorable than other outcomes that could have occurred.

- **Contribution Risk:** This risk results from the potential that actual employer contributions may deviate from actuarially determined contributions, which are determined in accordance with the Board's funding policy. The funding policy is intended to result in contribution requirements that if paid when due, will result in a reasonable expectation that assets will accumulate to be sufficient to pay plan benefits when due. Contribution deficits, particularly large deficits and those that occur repeatedly, increase future contribution requirements and put the plan at risk for not being able to pay plan benefits when due.

Impact of Plan Maturity on Risk

For newer pension plans, most of the participants and associated liabilities are related to active members who have not yet reached retirement age. As pension plans continue in operation and active members reach retirement ages, liabilities begin to shift from being primarily related to active members to being shared amongst active and retired members. Plan maturity is a measure of the extent to which this shift has occurred. It is important to understand that plan maturity can have an impact on risk tolerance and the overall risk characteristics of the plan. For example, plans with a large amount of retired liability do not have as long of a time horizon to recover from losses (such as losses on investments due to lower than expected investment returns) as plans where the majority of the liability is attributable to active members. For this reason, less tolerance for investment risk may be warranted for highly mature plans with a substantial inactive liability. Similarly, mature plans paying substantial retirement benefits resulting in a small positive or net negative cash flow can be more sensitive to near term investment volatility, particularly if the size of the fund is shrinking, which can result in less assets being available for investment in the market.

To assist with determining the maturity of the plan, we have provided some relevant metrics in the table following titled "Plan Maturity Measures and Other Risk Metrics". Highlights of this information are discussed below:

- The Support Ratio, determined as the ratio of active to inactive members, has decreased from 80.5% on May 1, 2020 to 68.1% on May 1, 2023, indicating that the plan has been rapidly maturing.
- The Accrued Liability Ratio, determined as the ratio of the Inactive Accrued Liability, which is the liability associated with members who are no longer employed but are due a benefit from the plan, to the Total Accrued Liability, is 70.5%. With a plan of this maturity, losses due to lower than expected investment returns or demographic factors will need to be made up for over a shorter time horizon than would be needed for a less mature plan.
- The Funded Ratio, determined as the ratio of the Actuarial Value of Assets to the Total Accrued Liability, has stayed approximately the same from May 1, 2020 to May 1, 2023.
- The Net Cash Flow Ratio, determined as the ratio of the Net Cash Flow (contributions minus benefit payments and administrative expenses) to the Market Value of Assets, stayed approximately the same from May 1, 2020 to May 1, 2023. The current Net Cash Flow Ratio of -1.5% indicates that contributions are not currently covering the plan's benefit payments and administrative expenses.

Low Default-Risk Obligation Measure

ASOP No. 4, Measuring Pension Obligations and Determining Pension Plan Costs or Contributions, was revised as of December 2021 to include a “low-default-risk obligation measure” (LDROM). This liability measure is consistent with the determination of the actuarial accrued liability shown on page 8 in terms of member data, plan provisions, and assumptions/methods, including the use of the Entry Age Normal Cost Method, except that the interest rate is tied to low-default-risk fixed income securities. The S&P Municipal Bond 20 Year High Grade Rate Index (daily rate closest to, but not later than, the measurement date) was selected to represent a current market rate of low risk but longer-term investments that could be included in a low-risk asset portfolio. The interest rate used in this valuation was 4.14%, resulting in an LDROM of \$91,902,026. The LDROM should not be considered the “correct” liability measurement; it simply shows a possible outcome if the Board elected to hold a very low risk asset portfolio. Given that plan benefits are paid over time through the combination of contributions and investment returns, prudent investments selected by the Board help to balance asset accumulation through these two sources.

It is important to note that the actuary has identified the risks above as the most significant risks based on the characteristics of the plan and the nature of the project, however, it is not an exhaustive list of potential risks that could be considered. Additional advanced modeling, as well as the identification of additional risks, can be provided at the request of the audience addressed on page 2 of this report.

PLAN MATURITY MEASURES AND OTHER RISK METRICS

	<u>5/1/2023</u>	<u>5/1/2022</u>	<u>5/1/2021</u>	<u>5/1/2020</u>
<u>Support Ratio</u>				
Total Actives	32	32	34	33
Total Inactives	47	46	43	41
Actives / Inactives	68.1%	69.6%	79.1%	80.5%

Asset Volatility Ratio

Market Value of Assets (MVA)	32,873,737	32,756,189	36,134,523	29,140,362
Total Annual Payroll	3,628,898	3,401,589	3,472,348	3,407,217
MVA / Total Annual Payroll	905.9%	963.0%	1,040.6%	855.3%

Accrued Liability (AL) Ratio

Inactive Accrued Liability	43,236,757	42,884,737	40,389,129	35,744,001
Total Accrued Liability	61,309,248	58,859,095	55,673,258	52,969,415
Inactive AL / Total AL	70.5%	72.9%	72.5%	67.5%

Funded Ratio

Actuarial Value of Assets (AVA)	35,693,069	34,656,435	32,971,457	30,519,997
Total Accrued Liability	61,309,248	58,859,095	55,673,258	52,969,415
AVA / Total Accrued Liability	58.2%	58.9%	59.2%	57.6%

Net Cash Flow Ratio

Net Cash Flow ¹	(505,387)	(422,580)	(322,917)	(251,862)
Market Value of Assets (MVA)	32,873,737	32,756,189	36,134,523	29,140,362
Ratio	-1.5%	-1.3%	-0.9%	-0.9%

¹ Determined as total contributions minus benefit payments and administrative expenses.

STATEMENT OF FIDUCIARY NET POSITION
April 30, 2023

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Money Market	553,314
Cash and Cash Equivalents	15,083
Total Cash and Equivalents	568,397
Receivables:	
Prepays	955
Total Receivable	955
Investments:	
Pooled/Common/Commingled Funds	32,314,408
Total Investments	32,314,408
Total Assets	32,883,760
<u>LIABILITIES</u>	
Liabilities:	
Payable:	
Expenses	10,023
Total Liabilities	10,023
Net Assets:	
Active and Retired Members' Equity	32,873,737
NET POSITION RESTRICTED FOR PENSIONS	32,873,737
TOTAL LIABILITIES AND NET ASSETS	32,883,760

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED April 30, 2023
Market Value Basis

ADDITIONS

Contributions:

Member	356,613
City	2,113,126

Total Contributions	2,469,739
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Investment Income:

Net Increase in Fair Value of Investments	451,700
Interest & Dividends	235,490
Less Investment Expense ¹	(64,255)

Net Investment Income	622,935
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Total Additions	3,092,674
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DEDUCTIONS

Distributions to Members:

Benefit Payments	2,916,670
Refund of Contributions/Transfers	1,179

Total Distributions	2,917,849
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Administrative Expenses	57,277
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Total Deductions	2,975,126
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Net Increase in Net Position	117,548
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NET POSITION RESTRICTED FOR PENSIONS

Beginning of the Year	32,756,189
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End of the Year	32,873,737
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¹ Investment Related expenses include investment advisory, custodial and performance monitoring fees.

ACTUARIAL ASSET VALUATION

April 30, 2023

Development of Actuarial Value of Assets

Market Value of Assets, 4/30/2023	32,873,737
(Gains)/Losses Not Yet Recognized	2,819,332
Actuarial Value of Assets, 4/30/2023	<u>35,693,069</u>
4/30/2023 Limited Actuarial Assets:	35,693,069

Development of Investment Gain/Loss

Market Value of Assets, 4/30/2022	32,756,189
Contributions Less Benefit Payments & Administrative Expenses	(505,387)
Expected Investment Earnings ¹	2,275,245
Actual Net Investment Earnings	<u>622,935</u>
2023 Actuarial Investment Gain/(Loss)	(1,652,310)

¹ Expected Investment Earnings = 7.00% x (32,756,189 + 0.5 x -505,387)

Gains/(Losses) Not Yet Recognized

Plan Year Ending	Gain/(Loss)	Amounts Not Yet Recognized by Valuation Year				
		2023	2024	2025	2026	2027
4/30/2020	(1,653,389)	(330,678)	0	0	0	0
4/30/2021	5,288,555	2,115,422	1,057,711	0	0	0
4/30/2022	(5,470,380)	(3,282,228)	(2,188,152)	(1,094,076)	0	0
4/30/2023	(1,652,310)	(1,321,848)	(991,386)	(660,924)	(330,462)	0
Total		(2,819,332)	(2,121,827)	(1,755,000)	(330,462)	0

Development of Asset Returns

(A) 4/30/2022 Actuarial Assets:	34,656,435
(I) Net Investment Income:	
1. Interest and Dividends	235,490
2. Realized Gains (Losses)	0
3. Change in Actuarial Value	1,370,786
4. Investment Expenses	<u>(64,255)</u>
Total	1,542,021
(B) 4/30/2023 Actuarial Assets:	35,693,069
Actuarial Asset Rate of Return = (2 x I) / (A + B - I):	4.48%
Market Value of Assets Rate of Return:	1.92%
Actuarial Gain/(Loss) due to Investment Return (Actuarial Asset Basis)	(866,241)

CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
April 30, 2023
Actuarial Asset Basis

INCOME		
Contributions:		
Member	356,613	
City	2,113,126	
Total Contributions		2,469,739
Earnings from Investments		
Interest & Dividends	235,490	
Change in Actuarial Value	1,370,786	
Total Earnings and Investment Gains		1,606,276
EXPENSES		
Administrative Expenses:		
Investment Related ¹	64,255	
Other	57,277	
Total Administrative Expenses		121,532
Distributions to Members:		
Benefit Payments	2,916,670	
Refund of Contributions/Transfers	1,179	
Total Distributions		2,917,849
Change in Net Assets for the Year		1,036,634
Net Assets Beginning of the Year		34,656,435
Net Assets End of the Year ²		35,693,069

¹ Investment Related expenses include investment advisory, custodial and performance monitoring fees.

² Net Assets may be limited for actuarial consideration.

STATISTICAL DATA

	<u>5/1/2023</u>	<u>5/1/2022</u>	<u>5/1/2021</u>	<u>5/1/2020</u>
<u>Actives - Tier 1</u>				
Number	17	17	18	21
Average Current Age	44.5	43.5	42.9	44.4
Average Age at Employment	24.9	24.9	24.9	25.3
Average Past Service	19.6	18.6	18.0	19.1
Average Annual Salary	\$126,221	\$120,726	\$116,719	\$114,685
<u>Actives - Tier 2</u>				
Number	15	15	16	12
Average Current Age	33.8	32.8	32.1	32.8
Average Age at Employment	28.9	28.9	28.8	29.6
Average Past Service	4.9	3.9	3.3	3.2
Average Annual Salary	\$98,876	\$89,950	\$85,713	\$83,236
<u>Service Retirees</u>				
Number	24	24	23	21
Average Current Age	66.3	65.3	65.0	64.7
Average Annual Benefit	\$103,249	\$100,349	\$97,575	\$95,168
<u>Beneficiaries</u>				
Number	4	4	4	3
Average Current Age	70.2	69.2	68.2	67.0
Average Annual Benefit	\$67,959	\$67,959	\$67,959	\$55,426
<u>Disability Retirees</u>				
Number	4	4	3	3
Average Current Age	60.3	59.3	65.8	64.8
Average Annual Benefit	\$52,436	\$51,167	\$51,647	\$50,980
<u>Terminated Vested</u>				
Number	15	14	13	14
Average Current Age	40.6	40.8	40.5	38.7
Average Annual Benefit ¹	\$28,658	\$28,658	\$28,658	\$28,658

¹ Average Annual Benefit for Terminated Vested members reflects the benefit for members entitled to a future annual benefit from the plan.

AGE AND SERVICE DISTRIBUTION

PAST SERVICE

AGE	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30+	Total
15 - 19	0	0	0	0	0	0	0	0	0	0	0	0
20 - 24	0	0	0	0	0	0	0	0	0	0	0	0
25 - 29	0	0	2	2	0	0	0	0	0	0	0	4
30 - 34	0	1	1	0	0	1	0	0	0	0	0	3
35 - 39	0	0	0	1	1	3	1	0	0	0	0	6
40 - 44	0	0	0	0	0	3	3	3	3	0	0	12
45 - 49	0	0	0	0	0	0	0	0	5	0	0	5
50 - 54	0	0	0	0	0	0	0	0	1	1	0	2
55 - 59	0	0	0	0	0	0	0	0	0	0	0	0
60 - 64	0	0	0	0	0	0	0	0	0	0	0	0
65+	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	1	3	3	1	7	4	3	9	1	0	32

VALUATION PARTICIPANT RECONCILIATION

1. Active lives

a. Number in prior valuation 5/1/2022	32
b. Terminations	
i. Vested (partial or full) with deferred benefits	0
ii. Non-vested or full lump sum distribution received	0
iii. Transferred service to other fund	0
c. Deaths	
i. Beneficiary receiving benefits	0
ii. No future benefits payable	0
d. Disabled	0
e. Retired	<u>0</u>
f. Continuing participants	32
g. New entrants	<u>0</u>
h. Total active life participants in valuation	32

2. Non-Active lives (including beneficiaries receiving benefits)

	Service Retirees, Vested Receiving <u>Benefits</u>	Receiving Death <u>Benefits</u>	Receiving Disability <u>Benefits</u>	Vested <u>Deferred</u>	<u>Total</u>
a. Number prior valuation	24	4	4	14	46
Retired	0	0	0	0	0
Vested Deferred	0	0	0	0	0
Death, With Survivor	0	0	0	0	0
Death, No Survivor	0	0	0	0	0
Disabled	0	0	0	0	0
Refund of Contributions	0	0	0	0	0
Rehires	0	0	0	0	0
Expired Annuities	0	0	0	0	0
Data Corrections	0	0	0	0	0
Hired/Termed in Same Year	0	0	0	1	1
b. Number current valuation	24	4	4	15	47

SUMMARY OF CURRENT PLAN

Article 3 Pension Fund

The Plan is established and administered as prescribed by “Article 3. Police Pension Fund – Municipalities 500,000 and Under” of the Illinois Pension Code.

Plan Administration

The Plan is a single employer defined benefit pension plan administered by a Board of Trustees comprised of:

- a.) Two members appointed by the Municipality,
- b.) Two active Members of the Police Department elected by the Membership, and
- c.) One retired Member of the Police Department elected by the Membership.

Credited Service

Complete years of service as a sworn police officer employed by the Municipality.

Normal Retirement

Date

Tier 1: Age 50 and 20 years of Credited Service.

Tier 2: Age 55 with 10 years of Credited Service.

Benefit

Tier 1: 50% of annual salary attached to rank on last day of service plus 2.50% of annual salary for each year of service over 20 years, up to a maximum of 75% of salary. The minimum monthly benefit is \$1,000 per month.

Tier 2: 2.50% per year of service times the average salary for the 48 consecutive months of service within the last 60 months of service in which the total salary was the highest prior to retirement times the number of years of service, up to a maximum of 75% of average salary. The minimum monthly benefit is \$1,000 per month.

For Tier 2 participants, the salary is capped at a rate of \$106,800 as of 2011, indexed annually at a rate of CPI-U, but not to exceed 3.00%.

Form of Benefit

Tier 1: For married retirees, an annuity payable for the life of the Member; upon the death of the member, 100% of the Member's benefit payable to the spouse until death. For unmarried retirees, the normal form is a Single Life Annuity.

Tier 2: Same as above, but with 66 2/3% of benefit continued to spouse.

Early Retirement

Date	Tier 1: Age 60 and 8 years of Credited Service. Tier 2: Age 50 with 10 years of Credited Service.
Benefit	Tier 1: Normal Retirement benefit with no minimum. Tier 2: Normal Retirement benefit, reduced 6.00% each year before age 55, with no minimum benefit.
Form of Benefit	Same as Normal Retirement

Disability Benefit

Eligibility	Total and permanent as determined by the Board of Trustees.
Benefit Amount	A maximum of:

- a.) 65% of salary attached to the rank held by Member on last day of service, and;
- b.) The monthly retirement pension that the Member is entitled to receive if he or she retired immediately.

For non-service connected disabilities, a benefit of 50% of salary attached to rank held by Member on last day of service.

Cost-of-Living Adjustment

Tier 1:

Retirees: An annual increase equal to 3.00% per year after age 55. Those that retire prior to age 55 receive an increase of 1/12 of 3.00% for each full month since benefit commencement upon reaching age 55.

Disabled Retirees: An annual increase equal to 3.00% per year of the original benefit amount beginning at age 60. Those that become disabled prior to age 60 receive an increase of 3.00% of the original benefit amount for each year since benefit commencement upon reaching age 60.

Tier 2: An annual increase each January 1 equal to 3.00% per year or one-half of the annual unadjusted percentage increase in the consumer price index-u for the 12 months ending with the September preceding each November 1, whichever is less, of the original pension after the attainment of age 60 or first anniversary of pension start date whichever is later.

Pre-Retirement Death Benefit

Service Incurred	100% of salary attached to rank held by Member on last day of service.
Non-Service Incurred	A maximum of: <ul style="list-style-type: none">a.) 54% of salary attached to the rank held by Member on last day of service, and;b.) The monthly retirement pension earned by the deceased Member at the time of death, regardless of whether death occurs before or after age 50.

For non-service deaths with less than 10 years of service, a refund of member contributions is provided.

Vesting (Termination)

Vesting Service Requirement	Tier 1: 8 years. Tier 2: 10 years.
Non-Vested Benefit	Refund of Member Contributions.
Vested Benefit	Either the termination benefit, payable upon reaching age 60 (55 for Tier 2), provided contributions are not withdrawn, or a refund of member contributions. The termination benefit is 2.50% of annual salary held in the year prior to termination (4-year final average salary for Tier 2) times creditable service.

Contributions

Employee	9.91% of Salary.
Municipality	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability.

CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
October 2, 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					\$50,255.89
Water Fund					\$61,264.43
Motor Fuel Tax Fund					\$1,454.79
Water Depreciation Fund					
Special Service Area Tax Fund					
Stormwater Management Fund					
E-Citation Fund					
Capital Improvement Fund					64,579.69
State Drug Forfeiture Fund					
Federal Equitable Sharing Fund					
DUI Technology Fund					
Subtotal:					<u>\$177,554.80</u>
General Fund Payroll	09/21/23	\$	280,999.60		
Water Fund Payroll	09/21/23	\$	30,587.66		
Subtotal:					<u>\$ 311,587.26</u>
Total to be Approved by City Council:					<u>\$ 489,142.06</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 9/19/2023 Through 10/2/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	LAMPS	AP100223	4229	Maintenance - Vehicles	48.36
ADVANCE AUTO PARTS	OIL FILTER	AP100223	4229	Maintenance - Vehicles	31.44
AIS	ETHERNET SWITCH, PATCH CABLE - PD	AP100223	4325	Consulting/Professional	69.98
AIS	SECURE EMAIL- OCT 2023	AP100223	4325	Consulting/Professional	15.50
AIS	BACK UP SERVICE- OCT 2023	AP100223	4325	Consulting/Professional	1,550.00
AIS	MONTHLY SERVICES- OCT 2023	AP100223	4325	Consulting/Professional	8,021.49
AUTOMATED COMPANIES	BANNER-OKTOBERFE... 2023	AP100223	4239	Public Relations	111.01
CHRONICLE MEDIA LLC	LEGAL NOTICES: TREASURERS REPORT	AP100223	4221	Legal Notices	715.00
CHRONICLE MEDIA LLC	LEGAL NOTICES: EV CHARGING STATIONS	AP100223	4221	Legal Notices	49.88
CHRONICLE MEDIA LLC	LEGAL NOTICES: SPECIALUSE /STOREBUILD	AP100223	4221	Legal Notices	49.87
COMCAST	SIP SERVICE SEPT 2023	AP100223	4267	Telephone	481.45
COMCAST BUSINESS	CABLE TV - CITY HALL	AP100223	4267	Telephone	42.08
DARIEN LIONS CLUB	REIMBURSEMENT- 2023 OKTOBERFEST, STAGING, CUPS	AP100223	4239	Public Relations	714.24
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL- CITY HALL	AP100223	4271	Utilities (Elec,Gas,Wtr,Sewer)	85.06
GOVTEMPSUSA LLC	VANA (9-10-23)	AP100223	4325	Consulting/Professional	3,552.00
GOVTEMPSUSA LLC	VANA (9-17-23)	AP100223	4325	Consulting/Professional	3,552.00
NICOR GAS	82541110001 1702 PLAINFIELD RD	AP100223	4271	Utilities (Elec,Gas,Wtr,Sewer)	163.69
ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES- CH	AP100223	4253	Supplies - Office	39.98
ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES- CH	AP100223	4253	Supplies - Office	20.99
ODP BUSINESS SOLUTIONS	JANITORIAL SUPPLIES- CH	AP100223	4253	Supplies - Office	65.98

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 9/19/2023 Through 10/2/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
QUADIENT LEASING USA INC	POSTAGE MACHINE LEASE- (July to Sept 2023)	AP100223	4243	Rent - Equipment	375.00
STAPLES BUSINESS ADVANTAGE	JANITORIAL / OFFICE SUPPLIES FOR CITY HALL	AP100223	4253	Supplies - Office	155.97
				Total Administration	19,910.97

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 9/19/2023 Through 10/2/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
IL STATE POLICE	LIQUOR LICENSE FINGERPRINTING- RAJENDRA KUMAR PATEL	AP100223	4205	Boards and Commissions	28.25
				Total City Council	28.25

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 9/19/2023 Through 10/2/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	GIS FOR OPENGOV SOFTWARE	AP100223	4328	Conslt/Prof Reimbursable	139.00
CHRISTOPHER B. BURKE ENG, LTD	REVIEW PLANS FOR DRIFTWOOD PARK RENOVATION	AP100223	4328	Conslt/Prof Reimbursable	315.00
				Total Community Development	454.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 9/19/2023 Through 10/2/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A BLOCK MARKETING, INC	PREMIUM HARDWOOD BARK FOR 75TH ST	AP100223	4350	Forestry	500.00
ADVANCE AUTO PARTS	COPPER GASKET	AP100223	4229	Maintenance - Vehicles	5.47
ADVANCE AUTO PARTS	ROTOR FOR 120	AP100223	4229	Maintenance - Vehicles	110.48
AEP ENERGY	3018018402 0 SW CIR 75TH ST ADAMS (4-27 thru 5-26-23)	AP100223	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,877.52
AEP ENERGY	3018018402 0 SW CIR 75TH ST ADAMS (5-26 thru 6-27-23)	AP100223	4271	Utilities (Elec,Gas,Wtr,Sewer)	947.13
ALTA CONSTRUCTION EQUIPMENT IL	8 ASSY FILTER	AP100223	4229	Maintenance - Vehicles	124.72
ALTA CONSTRUCTION EQUIPMENT IL	REPAIR PARTS FOR #202	AP100223	4229	Maintenance - Vehicles	64.47
AQUA FIORI	RPZ TESTING	AP100223	4223	Maintenance - Building	839.70
CARROLL CONSTRUCTION SUPPLY	BROOMS FOR SHOP	AP100223	4223	Maintenance - Building	198.89
CARROLL CONSTRUCTION SUPPLY	AQUANIL 40	AP100223	4257	Supplies - Other	550.00
CHEMSEARCH	MAINTENANCE SUPPLIES	AP100223	4223	Maintenance - Building	577.36
CHRISTOPHER B. BURKE ENG, LTD	GIS SERVICES TO UPDATE DATABASE	AP100223	4325	Consulting/Professional	834.00
COM ED	0788310001 1041 S FRONTAGE RD	AP100223	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.05
COM ED	1026121032 ST LIGHT 6701 CLARENDON HILLS RD	AP100223	4271	Utilities (Elec,Gas,Wtr,Sewer)	16.33
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL - 1041 S FRONTAGE	AP100223	4223	Maintenance - Building	27.19
I.R.M.A.	DEDUCTIBLE - JULY 2023	AP100223	4219	Liability Insurance	(350.73)
I.R.M.A.	AUGUST DEDUCTIBLE 2023	AP100223	4219	Liability Insurance	3,887.36
IMPACT NETWORKING, LLC	COPIER OVERAGE-PW (8-18 THRU 9-17-23)	AP100223	4225	Maintenance - Equipment	27.69
JAKE BRUZAN	REIMBURSEMENT FOR CDL	AP100223	4219	Liability Insurance	61.35

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 9/19/2023 Through 10/2/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
LRS, LLC	STREET SWEEPING 9-11-23 thru 9-13-23)	AP100223	4373	Street Sweeping	4,523.76
McMASTER-CARR	CHEMICAL TANK FITTINGS	AP100223	4223	Maintenance - Building	887.86
METROPOLITAN COMPOUNDS INC	GREEN FIRE CASES	AP100223	4223	Maintenance - Building	1,019.00
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN- SEPT 2023	AP100223	4219	Liability Insurance	117.00
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN-SEPT 2023	AP100223	4219	Liability Insurance	140.50
ORANGE CRUSH LLC	HMA MODIF SURFACE N50	AP100223	4374	Drainage Projects	968.50
POMP'S TIRE SERVICE, INC.	LOADER #203 TIRE REPAIR	AP100223	4229	Maintenance - Vehicles	720.75
RAGS ELECTRIC	BREAKER & OUTLETS -CLOCK TOWER	AP100223	4359	Street Light Oper & Maint.	1,101.30
RAGS ELECTRIC	STREET LIGHT REPAIRS	AP100223	4359	Street Light Oper & Maint.	1,041.00
SITE ONE LANDSCAPE SUPPLY	LIGHT BULB FOR FOUNTAIN	AP100223	4350	Forestry	386.29
STATE INDUSTRIAL PRODUCTS	BUILDING MAINT SUPPLIES	AP100223	4223	Maintenance - Building	856.25
STEVE PIPER & SONS, INC.	REMOTE TUB GRINDING (SEPT 2023)	AP100223	4243	Rent - Equipment	1,748.00
TAMELING INDUSTRIES	GRAY SLATE	AP100223	4223	Maintenance - Building	1,276.24
TAPCO	BATTERY REPLACEMENT FOR SIGN	AP100223	4257	Supplies - Other	171.42
				Total Public Works, Streets	25,284.85

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 9/19/2023 Through 10/2/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	BRAKES FOR D38	AP100223	4229	Maintenance - Vehicles	193.02
ADVANCE AUTO PARTS	BRAKES FOR D14	AP100223	4229	Maintenance - Vehicles	380.94
ADVANCE AUTO PARTS	BRAKES FOR D9	AP100223	4229	Maintenance - Vehicles	345.74
ADVANCE AUTO PARTS	CREDIT FOR ROTOR ON D9	AP100223	4229	Maintenance - Vehicles	(139.08)
ADVANTAGE CHEVROLET	SENSORS FOR D26	AP100223	4229	Maintenance - Vehicles	35.42
DUPAGE COUNTY ANIMAL CONTROL	BOARDING FEE / EUTHANASIA (Dog)	AP100223	4201	Animal Control	180.00
DUPAGE COUNTY PUBLIC WORKS	DARIEN POLICE DEPT SEWER BILL	AP100223	4271	Utilities (Elec,Gas,Wtr,Sewer)	473.56
I.R.M.A.	AUGUST DEDUCTIBLE 2023	AP100223	4219	Liability Insurance	2,497.61
INDUSTRIAL ORG SOLUTIONS	PSYCH EVAL - POLICE OFFICER CANDIDATE - AREVALO	AP100223	4205	Boards and Commissions	575.00
PARTNERS & PAWS VETERINARY	MEDICATION FOR K-9 AXEL	AP100223	4225	Maintenance - Equipment	35.61
				Total Police Department	4,577.82
				Total General Fund	50,255.89

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 9/19/2023 Through 10/2/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	MIXED LOAD 9-1-23	AP100223	4231	Maintenance - Water System	873.00
ALEXANDER CHEMICAL CORPORATION	CHLORINE	AP100223	4241	Quality Control	449.28
CENTRAL SOD FARMS	KENTUCKY BLUE GRASS	AP100223	4231	Maintenance - Water System	360.00
CENTRAL SOD FARMS	KENTUCKY BLUEGRASS 9-5-23 FOR RESTORATIONS	AP100223	4231	Maintenance - Water System	360.00
CENTRAL SOD FARMS	KENTUCKY BLUEGRASS 9-1-23	AP100223	4231	Maintenance - Water System	165.00
COM ED	0788310001 1041 S FRONTAGE RD	AP100223	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.04
COM ED	3118112014 - 2103 75TH ST PUMP	AP100223	4271	Utilities (Elec,Gas,Wtr,Sewer)	113.88
DORNER	VALVES	AP100223	4231	Maintenance - Water System	52,877.00
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL - 1041 S FRONTAGE	AP100223	4223	Maintenance - Building	27.19
I.R.M.A.	DEDUCTIBLE - JULY 2023	AP100223	4219	Liability Insurance	(355.00)
I.R.M.A.	AUGUST DEDUCTIBLE 2023	AP100223	4219	Liability Insurance	1,212.95
KIPP'S LAWNMOWER SALES & SERV.	MOUNTING BRACKET FOR CONCRETE SAW	AP100223	4231	Maintenance - Water System	132.96
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN-SEPT 2023	AP100223	4219	Liability Insurance	140.50
ORANGE CRUSH LLC	HMA SC N50 REC 9.5mm	AP100223	4231	Maintenance - Water System	518.05
SITE ONE LANDSCAPE SUPPLY	RESTORATION TOOLDS	AP100223	4231	Maintenance - Water System	62.93
SITE ONE LANDSCAPE SUPPLY	SEED MIXTURE, MULCH	AP100223	4231	Maintenance - Water System	742.65
UNDERGROUND PIPE & VALVE CO.	VALVE BOX RISER	AP100223	4231	Maintenance - Water System	472.00
WATER PRODUCTS - AURORA	PROBES	AP100223	4231	Maintenance - Water System	324.00
XBE CHICAGO	TRUCKING 9-1-23	AP100223	4231	Maintenance - Water System	2,760.00
				Total Public Works, Water	61,264.43
				Total Water Fund	61,264.43

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 9/19/2023 Through 10/2/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AEP ENERGY	3017243658 S FRONTAGE 0 CASS ST	AP100223	4840	Street Lights	49.20
AEP ENERGY	3017243647 75TH ST LEGS STREET LGT /CASS	AP100223	4840	Street Lights	298.02
AEP ENERGY	3017243669 2510 ABBEY DR LOT 278	AP100223	4840	Street Lights	1,107.57
				Total MFT Expenses	1,454.79
				Total Motor Fuel Tax	1,454.79

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 9/19/2023 Through 10/2/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	2023 ROAD PROGRAM /GEO-TECH BILL R-76-22	AP100223	4325	Consulting/Professional	4,561.00
CHRISTOPHER B. BURKE ENG, LTD	REVIEW OF CROSSWALKS (Park & School) COORD W/STAFF, OBSERV	AP100223	4380	Sidewalk Replacement Progr...	5,088.98
DUPAGE COUNTY DIV OF TRANSPORT	PLAINFIELD /BAILEY RD (Final Inv for 2017 Project)	AP100223	4390	Capital Improv-Infrastructure	31,494.17
HINSDALE NURSERIES INC.	WINTERGREEN ARBORVITAE 8-29-23	AP100223	4380	Sidewalk Replacement Progr...	1,392.00
MAUREEN FERRERI	REIMBURSE FOR SIDEWALK	AP100223	4380	Sidewalk Replacement Progr...	610.50
TAPCO	HSHS PEDESTRIAN CROSSWALK SIGNAL	AP100223	4380	Sidewalk Replacement Progr...	21,433.04
				Total Capital Fund Expenditures	64,579.69
				Total Capital Improvement Fund	64,579.69
Report Total					177,554.80

AGENDA MEMO
CITY COUNCIL
OCTOBER 2, 2023

CASE

PZC2023-05

Zoning Text Amendment – Motor Vehicle Sales
Special Use (8408 Wilmette Avenue, Units B & C)

ORDINANCE

ISSUE STATEMENT

Petitioner (Stephen O’Brien) requests the following:

- 1) Zoning Text Amendment to Section 5A-9-3-4 of the Zoning Ordinance adding “motor vehicle sales” as a special use within the Office, Research, and Light Industry (OR&I) Zoning District when such sales are conducted in conjunction with an approved “garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding”; and
- 2) Special use approval for motor vehicle sales conducted in conjunction with a garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding within the Office, Research, and Light Industry (OR&I) Zoning District.

While the proposed text amendment applies to the zoning ordinance in general, the special use application applies to the subject property at 8408 Wilmette Avenue, Units B & C. The property is located within the Office, Research, and Light Industry (OR&I) District.

Applicable Regulations:

Ordinance No. O-02-16, Special Use
Zoning Section 5A-9-3, OR&I District Standards

GENERAL INFORMATION

Petitioner:	Stephen O’Brien
Property Owner:	GJSK Company
Property Location:	8404 Wilmette Avenue, Units B & C
PIN Number:	09-34-300-020
Existing Zoning:	Office, Research, and Light Industry (OR&I)
Existing Land Use:	Multi-Tenant Industrial Building, Auto Repair/Body Shop
Comprehensive Plan:	Office (Existing); Office (Future)
Surrounding Zoning & Uses	
North:	Office, Research, and Light Industry (OR&I); Industrial
East:	Multi-Family Residence District (R-3); Multi-Family
South:	Office, Research, and Light Industry (OR&I); Industrial
West:	Office, Research, and Light Industry (OR&I); Kennel
History:	The subject property contains a longstanding industrial building that has multiple tenants. The subject space (Units B & C) were approved for an auto repair/body shop in 2016 under special use authorization per Ordinance No. O-02-16.
Size of Property:	0.92 Acres
Floodplain:	N/A
Natural Features:	N/A
Transportation:	The petition site gains access from Wilmette Avenue.

PETITIONER DOCUMENTS (ATTACHED TO MEMO)

- 1) [APPLICATION](#)
- 2) [JUSTIFICATION NARRATIVE](#)
- 3) [FLOOR PLAN](#)
- 4) [SUBDIVISION PLAT](#)
- 5) [SECRETARY OF STATE DOCUMENTS](#)

CITY STAFF DOCUMENTS (ATTACHED TO MEMO)

- 6) [ZONING SECTION 5A-9-3 OR&I DISTRICT](#)
- 7) [LOCATION MAP & AERIAL IMAGE](#)
- 8) [SITE PHOTOS](#)

PLANNING OVERVIEW/DISCUSSION

The subject property is located off Wilmette Avenue. It is slightly less than one (1) acre in size and is zoned Office, Research, and Light Industry (OR&I). The property contains a longstanding industrial building housing multiple tenants. The petitioner would occupy two (2) of the existing tenant spaces totaling 4,000 square feet in floor area. The space is currently occupied by an auto repair/body shop, including a paint booth, which was authorized via a zoning text amendment and special use approved in 2016. A condition tied to these approvals requires all auto repair activity and vehicles to be within the building.

At this time the petitioner has proposed adding motor vehicle sales on site to supplement the auto repair shop. While the sales activity would be limited in nature, the zoning ordinance does not permit any type of vehicle sales within the OR&I District. After being informed of this and having further discussion the petitioner decided to submit for a text amendment to allow motor vehicles sales and a special use within the OR&I District. The petition is similar to the aforementioned case in 2016 in terms of process. The Council is to consider the proposed text amendment and special use in tandem.

PZC MEETINGS – 08/16/2023 & 09/20/2023

The Planning and Zoning Commission heard this petition at its meeting on August 16, 2023. The case was continued by the Planning and Zoning Commission, meaning no recommendation was given. During the meeting the Planning and Zoning Commission directed staff to gather additional details pertaining to automobile sales and how the use is regulated by nearby communities. Staff researched multiple zoning codes of other communities and provided an overview of automobile sales and how the use is regulated per the table on the following page. It should be noted staff researched the use and how it is regulated by other communities within generally comparable districts.

This information was discussed by the Planning and Zoning Commission when the petition was heard again on September 20, 2023. Based on the community comparison table and research of zoning codes, staff advised that nearby jurisdictions allow automobile/motor vehicle sales within similar districts to the Office, Research, and Light Industry (OR&I) District in Darien. There is a

consistent theme of requiring operations to be within a completely enclosed building and/or requiring robust screening of properties that have automotive sales. While there is not a “one size fits all” approach, staff does not see a detriment to allowing vehicle sales within the Office, Research, and Light Industry (OR&I) District, provided it is classified as a special use within the ordinance. A special use classification triggers a public hearing process for each individual user and requires review by the Planning and Zoning Commission and approval by the City Council. Additionally, the Office, Research, and Light Industry (OR&I) District has existing conditions that prohibit outdoor storage and require all processing and display to be within enclosed buildings. This is consistent with many ordinances from other jurisdictions and is what staff found to be the case applied to automobile sales in Burr Ridge.

MUNICIPALITY	USE NAME	ALLOWANCE	DISTRICT(S)	CONDITIONS
BOLINGBROOK	AUTOMOBILE SALES	SPECIAL USE	COMMERCIAL URBAN REDEVELOPMENT DISTRICT	ASSOCIATED REPAIR ACTIVITY INDOOR ONLY
BURR RIDGE	AUTOMOBILE SALES	SPECIAL USE	LIGHT INDUSTRIAL DISTRICT	INDOOR ONLY
WESTMONT	AUTOMOBILE SALES	SPECIAL USE	MANUFACTURING DISTRICT	SCREENING/ LANDSCAPE BUFFER
WILLOWBROOK	MOTOR VEHICLE SALES & RENTAL	SPECIAL USE	BUSINESS DISTRICT & LIGHT MANUFACTURING DISTRICT	SCREENING/ LANDSCAPE BUFFER

Site Plan Review & Findings of Fact

City staff has reviewed the submittal documents and staff does not have review comments pertaining to the site plan or floor plan. The project involves almost no physical site work and the existing character of the site would remain the same.

Note that the petitioner submitted a Justification Narrative detailing the request. The narrative is attached to this memo. Included on the next page are the standards for amendments and the special use criteria to be considered for recommending on the case.

Standards for Amendments:

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.*

Special Use Criteria:

No special use shall be recommended to the City Council by the Plan Commission, nor approved by the City Council, unless findings of fact have been made on those of the following factors which relate to the special use being sought:

- 1. That the special use is deemed necessary for the public convenience at the location specified.*
- 2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.*
- 3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*
- 4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
- 5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be at variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.*
- 6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
- 7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*
- 8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Plan Commission*

and Planning and Development Committee.

Based on testimony and discussion at the public hearings, the Planning and Zoning Commission made separate motions to forward each case with a favorable recommendation to the Municipal Services Committee. The motions passed by a vote of 5-0, each having a recommended condition/stipulation noted below:

- 1) **Zoning Text Amendment to Section 5A-9-3-4 of the Zoning Ordinance adding “motor vehicle sales” as a special use within the Office, Research, and Light Industry (OR&I) Zoning District; and**

RECOMMENDED BY PZC: *Motor vehicle sales only added as a special use in the OR&I District if done in conjunction with a garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding.*

- 2) **Special use approval for motor vehicle sales conducted in conjunction with a garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding within the Office, Research, and Light Industry (OR&I) Zoning District.**

RECOMMENDED BY PZC: *All display and storage must be within enclosed building.*

MSC MEETING – 09/25/2023

The Municipal Services Committee reviewed this petition at its September 25, 2023 meeting.

The Committee determined the petition meets the standards for approval and upheld the Planning and Zoning Commission’s recommendation on each case (see above). The Municipal Services Committee made a motion to forward each case with a favorable recommendation to the City Council. The motion passed by a vote of 3-0 vote.

ALTERNATE CONSIDERATION

As recommended/directed by City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal consideration.

MEMO



ZONING APPLICATION

CITY OF DARIEN

1702 Plainfield Road, Darien, IL 60561

www.darienil.us 630-852-5000

CONTACT INFORMATION

Stephen O'Brien
Applicant's Name

J KERINS
Owner's Name

25 W 120 Ridgeland Ave. Naperville
Address, City, State, Zip Code IL 60563

Address, City, State, Zip Code

630 674 1181
Telephone

8408 WILMETTE AVE DARIEN
Telephone 60561

steve mob1@yahoo.com
Email

630 515 4111
Email KERINS INDUSTRIES@MSN.COM

PROPERTY INFORMATION

8408 Wilmette Ave. UNIT C
Property address

09-34-300-020
PIN Number(s)

OR&I
Zoning District

LIGHT industry
Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

RECEIVED

JUL 03 2023

REQUEST

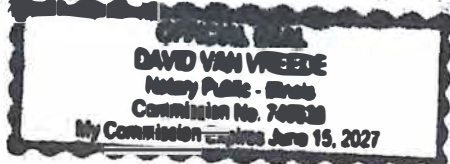
Brief description of the zoning approval requested. (Contact the City Planner for guidance.)

Amendment TO TEXT and Special use,

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that STEPHEN O'BRIEN is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and seal, this 30 day of JUNE 2023

Notary Public



For office use only	
Date Received:	07/03/2023
Case Number:	PZC2023-05
Fee Paid:	\$985.00
Hearing Date:	08/14/2023

MEMO

June 29, 2023

Darien City Counsel
1702 Plainfield Rd.
Darien, IL 60561

RECEIVED
JUL 03 2023
Community Development
City of Darien

RE: Integrity Auto Group Text Addition Request and Special use permit for property located at; 8408 Wilmette Ave, Unit C, Darien IL.

As far as Integrity Auto business model is concerned, the day-to-day operations are as follows:

- We purchase insurance company total loss vehicles from the insurance company auction and repair them in our body shop in the unit next to ours.
- We then list the vehicles for sale on eBay and other internet sites such as auto trader and cars.com.
- Before the vehicles are sold, a potential buyer comes to inspect the vehicle inside our facility.
- After vehicles are sold, the paperwork is completed, and the vehicles are picked up by the customer.
- These vehicles are mainly between 1-3 years old with low mileage.
- The vehicles are stored inside our unit to keep them clean, dry and out of the weather.

We are anticipating selling between 4-6 vehicles per month. We will have signage with the business name and phone number on the building unit glass (window glass size approx. 3X5). Also, we will have posted hours of operation (10AM-5PM M-F), (9AM-noon Saturdays) and closed on Sunday, this will be posted on the entrance door glass, which is (approx. 2X3).

No vehicles will be displayed outside, all business will be conducted within all Illinois State Laws and guidelines, also Darien City Laws and guidelines, with Community and neighbors in mind. It is of paramount importance we do not impact the City of Darien in a negative way.

It is our commitment to maintain a clean and safe exterior and parking area as well as the office and showroom inside the building.

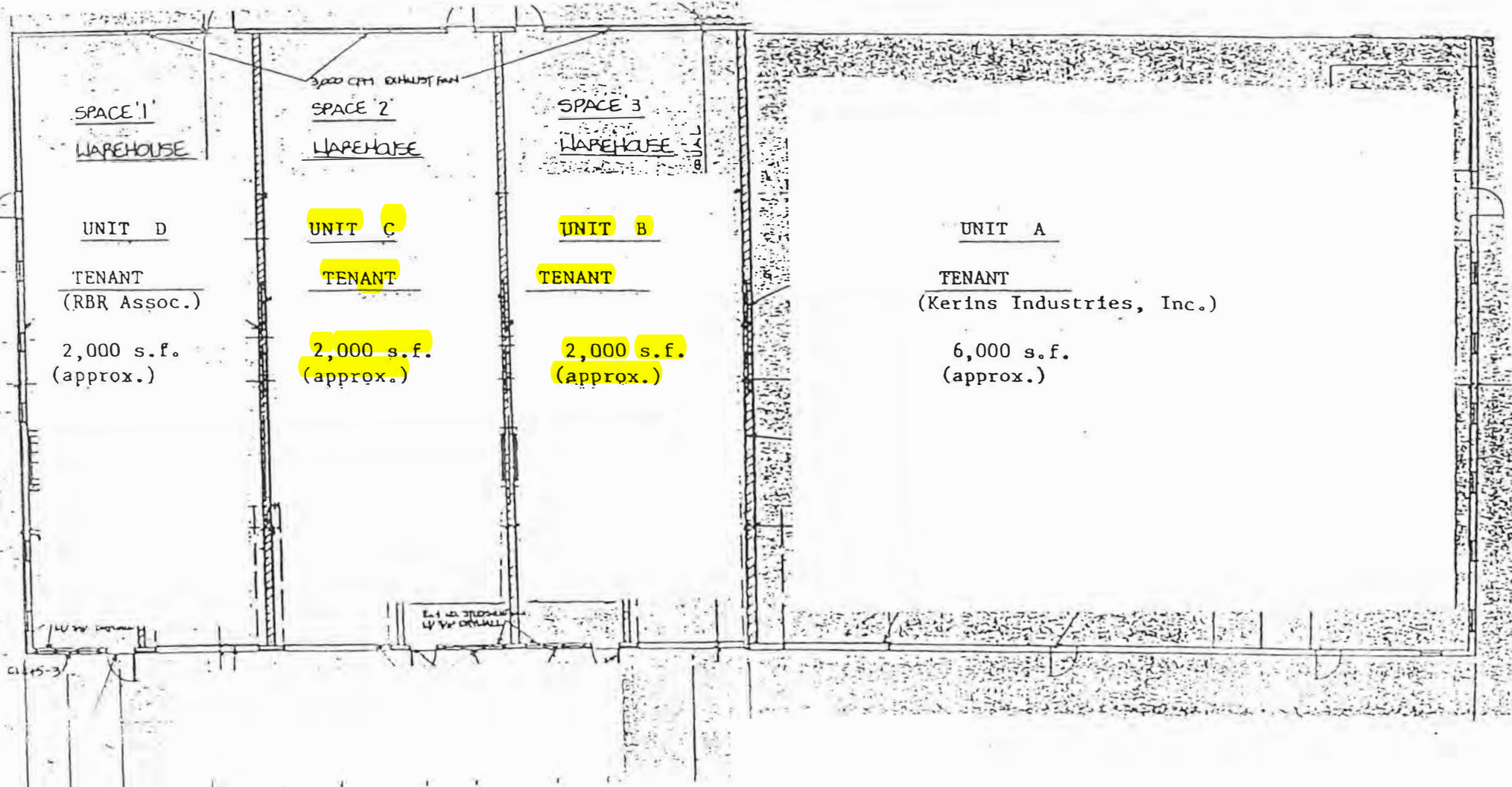
Thank you for considering the opportunity for me to start and grow this new business.

Sincerely,

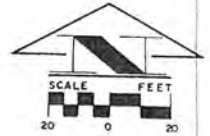
Steve O'Brien

EXHIBIT A
SITE PLAN
8408 Wilmette Ave.
Darien, Illinois

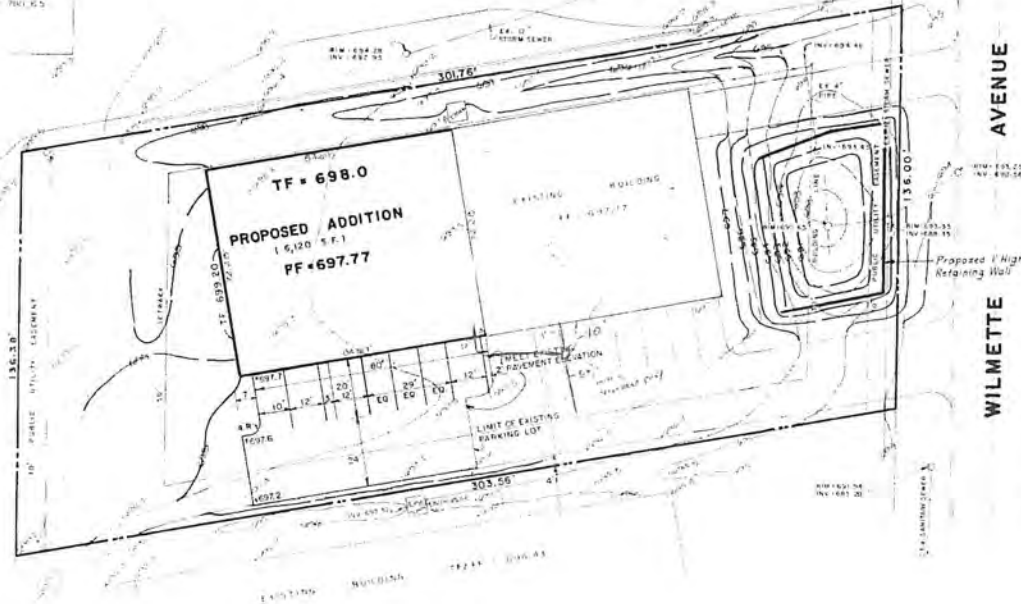
NORTH



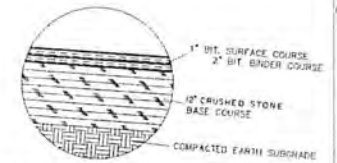
LOT 3 GASAWAY SUBDIVISION



B-111 B/RNG
P-111 P/RNG



NOTE: Paved to be finished to accordance
with approved plan dated 3-27-94
volume.



PAVING DETAIL

NOTE

GUTTERS TO DISCHARGE TO THE
NORTH SIDE OF THE BUILDING ONLY
3 UNITS TO RECEIVE THEIR SEWER
AND WATER FROM THE EXISTING
BUILDING

STRAIN SURFACE

EXISTING IMPERVIOUS = 12,770 S.F.
PROPOSED IMPERVIOUS = 9,340 S.F.

TOTAL IMPERVIOUS = 22,110 S.F.

TOTAL IMPERVIOUS PROVIDED
FOR DRAIN 12-1/2\"/>

NOT TO EXCEED (ELEVATION) = 1.5.7

BENCHMARK
WITH RE SANITARY MANHOLE
AT THE SOUTHEAST CORNER
OF THIS LOT 3.
ELEVATION.....691.59
(H.S.D.S.)

GEORGE KERRIN
Kerrin's Industries
8408 Wilmette Avenue
Darien, IL 60561
708-515-9111

EDDY		CONSULTING CIVIL ENGINEERS • LAND SURVEYORS 310 LAMAR STREET, LENOIR, IL 60545 1000 237-7770	
DESIGNED H.S.D.S.	DRAWN 12-16-94	CHECKED DATE 12-16-94	NOTED DATE 12-16-94

MEMO

To the building and development department of Darien Illinois the dealer license is required and needed to buy and sell vehicles legally by the state law in Illinois the intention is to purchase insurance company total loss vehicles to repair in our body shop and sell on eBay and online auctions we have an indoor show room space for one vehicle in an indoor showroom meets requirements for space; by Illinois secretary of state law as per 625 IL cs 5/5-100 established place of business statute.

Thank you Stephen obrien 630 674 1181 stevemob1@yahoo.com

Stephen O'Brien

Sent from my iPad

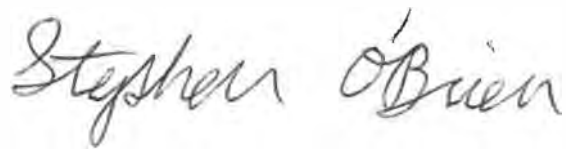
May 12, 2023

Dear Jordan Yanke,

Thank you for reviewing my letter of intent. The classification type we are looking to obtain specifically is (5/1-215 used car dealer). As per Illinois Secretary of State Dealer handbook. This is Pertaining to; 8408 Wilmette Ave, Unit B, Darien, Illinois.

Thank you,

Stephen O'Brien

A handwritten signature in cursive script that reads "Stephen O'Brien". The signature is written in dark ink and is positioned below the printed name.



Secretary of State
Notice of Proper Zoning

**This space for use by
Secretary of State**

**Secretary of State
Vehicle Services Department
Dealer Licensing Section
501 S. Second St., Rm. 069
Springfield, IL 62756
217-782-7817
ilsos.gov**

In order to process your Dealer License application, you must complete the applicant section below and then have the proper zoning jurisdiction complete the bottom portion of the form.

TO BE COMPLETED BY APPLICANT

I Stephen O'Brien am filing an application with the Office of the
Applicant Name

Secretary of State to obtain a license to conduct the business of a Used CAR Dealer
Dealer License Type

located at 8408 Wilmette Ave. Darien IL 60561 Unit B
Complete Address of Business

Stephen O'Brien
Signature of Applicant

TO BE COMPLETED BY ZONING OFFICIAL

The Zoning Office of _____ hereby affirms the business
Zoning Jurisdiction

mentioned above is in compliance with local zoning laws and regulations to conduct this type of business.

Signature of Authorized Zoning Official

Subscribed and sworn to before me this _____ day of _____, 20_____.

(SEAL)

Notary Public

DEALER HANDBOOK

Illinois Secretary of State Police
110 E. Adams St.
Springfield, IL 62701

JESSE WHITE • SECRETARY OF STATE



April 2022

This booklet was created to assist persons licensed or required to be licensed by the Secretary of State as a:

1. New vehicle dealer
2. Used vehicle dealer
3. Repairer
4. Rebuilder
5. Auto Parts Recycler
6. Scrap Processor
7. Buy Here, Pay Here

This booklet consists of two separate and distinct parts:

PART ONE:

**ESTABLISHED PLACE OF BUSINESS
REQUIREMENTS**

PART TWO:

RECORD-KEEPING REQUIREMENTS

Information contained within this booklet is excerpted from applicable
Illinois Vehicle Code and Illinois Administrative Code sections.

PART ONE

Established Place of Business Requirements



JESSE WHITE • SECRETARY OF STATE

ILLINOIS VEHICLE CODE
ILLINOIS COMPILED STATUTES

Definitions

5/1-105.3. Automotive parts recycler

§ 1-105.31. Automotive parts recycler. A person who is in the business of acquiring previously owned vehicles and vehicle parts for the primary purpose of disposing of parts of vehicles in a manner other than that described in the definition of a "scrap processor" in this Code or disposing of previously owned vehicles in the manner described in the definition of a "scrap processor" in this Code.

5/1-110.2. Certificate of purchase

§ 1-110.2. Certificate of purchase. A bill of sale given to a licensee making an acquisition of a vehicle under Sections 4-208 and 4-209 of this Code.

5/1-111.1b. Chassis

§ 1-111.1b. Chassis. Every frame or supportive element of a vehicle whether or not a manufacturer's identification number, serial number, or other identifying numbers are present on said part.

5/1-115. Dealer

§ 1-115. Dealer. Every person engaged in the business of acquiring or disposing of vehicles or their essential parts and who has an established place of business for such purpose.

5/1-115.1. Disposition of vehicle or vehicle part

§ 1-115.1. Disposition of vehicle or vehicle part. The purchase, exchange, transfer, sale, assignment or other change of ownership or possession or the junking or wrecking of a vehicle or vehicle part.

5/1-118. Essential parts

§ 1-118. Essential parts. All integral and body parts of a vehicle of a type required to be registered hereunder, the removal, alteration or substitution of which would tend to conceal the identity of the vehicle or substantially alter its appearance, model, type or mode of operation. "Essential parts" includes the following: vehicle hulks, shells, chassis, frames, front end assemblies (which may consist of headlight, grill, fenders and hood), front clip (front end assembly with cowl attached), rear clip (which may consist of quarter panels, fenders, floor and top), doors, hatchbacks, fenders, cabs, cab clips, cowls, hoods, trunk lids, deck lids, bed, front bumper, rear bumper, transmissions, seats, engines, and similar parts. "Essential parts" also includes fairings, fuel tanks, and forks of motorcycles. "Essential parts" shall also include stereo radios. An essential part which does not have affixed to it an identification number as defined in Section 1-129 adopts the identification number of the vehicle to which such part is affixed,

installed or mounted. "Essential parts" does not include an engine, transmission, or a rear axle that is used in a glider kit.

5/1-123.3. Frame

§ 1-123.3. Frame. The main longitudinal structural members of the chassis of the vehicle or, for vehicles with unitized body construction, the lowest main longitudinal structural members of the body of the vehicle.

5/1-128. House trailer

§ 1-128. House trailer. (a) A trailer or semitrailer equipped and used for living quarters or for human habitation (temporarily or permanently) rather than for the transportation of freight, goods, wares and merchandise; or

(b) A house trailer or a semitrailer which is used commercially (temporarily or permanently), that is, for the advertising, sales, display or promotion of merchandise or services, or for any other commercial purpose except the transportation of property for hire or the transportation of property for distribution by a private carrier.

5/1-129. Identification number

§ 1-129. Identification Number. The numbers and letters, if any, on a vehicle or essential part, affixed by its manufacturer, the Illinois Secretary of State or the Illinois State Police for the purpose of identifying the vehicle or essential part, or which is required to be affixed to the vehicle or part by federal or state law.

5/1-134.1. Junk vehicle

§ 1-134.1. Junk vehicle. A junk vehicle is a vehicle which has been or is being disassembled, crushed, compressed, flattened, destroyed or otherwise reduced to a state in which it no longer can be returned to an operable state, or has been branded or assigned as junk or a similar designation by another state or jurisdiction.

5/1-144.05. Model year

§ 1-144.05. Model year. The year of manufacture of a vehicle based upon the annual production period of the vehicle as designated by the manufacturer and indicated on the title and registration of the vehicle. If the manufacturer does not designate a production period for the vehicle, then "model year" means the calendar year of manufacture.

5/1-146. Motor vehicle

§ 1-146. Motor vehicle. Every vehicle which is self-propelled and every vehicle which is propelled by electric power obtained from overhead trolley wires, but not

625 ILCS 5/5-100 Established Place of Business

Established Place of Business is the place owned, or leased, and occupied by any person duly licensed or required to be licensed as a dealer for the purpose of engaging in:

1. selling,
2. buying,
3. bartering,
4. displaying,
5. exchanging or dealing in, on consignment or otherwise, vehicles and their essential parts and for such other ancillary purposes as may be permitted by the Secretary by rule.

The established place of business shall include an office in which the dealer's records shall be separate and distinct from any other business or tenant which may occupy space in the same building.

This office shall not be located in a:

1. house trailer,
2. residence,
3. tent,
4. temporary stand,
5. temporary address,
6. room or rooms in a hotel or rooming house, nor the premises occupied by a single or multiple unit residence.

"Established place of business" only includes a place with an outdoor lot capable of parking at least 5 vehicles or an indoor lot with space for a minimum of one vehicle to be parked in its indoor showroom.

Established place of business for a scrap processor shall be the fixed location where the scrap processor maintains its principal place of business.

The Secretary of State shall, by rule and regulation, adopt guidelines for the administration and enforcement of this definition, such as, but not limited to:

1. issues concerning the required hours of operation,
2. descriptions as to where vehicles are displayed and offered for sale,
3. where books and records are maintained and requirements for the fulfillment of warranties

A dealer may have an additional place of business (supplemental) as defined in this Section:

"Additional place of business" means a place owned or leased and occupied by the dealer in addition to its established place of business, at which the dealer conducts or intends to conduct business on a **permanent** or **long-term** basis. It does not include:

"Off site sale" which means the temporary display and sale of vehicles, for a period of not more than 7 calendar days (excluding Sundays), by a dealer licensed under 5-101 or 5-102, at a place other than the dealer's established place of business or additional places of business.

"Display Exhibition" means a temporary display of vehicles by a dealer licensed under 5-101 or 5-102 at a location at which **no** vehicles are offered for sale, that is conducted at a place other than the dealer's established and additional places of business.

"Relevant market area", for a new vehicle dealer and for a used vehicle dealer, means the area within 10 miles of the established or additional place of business of the dealer located in a county with a population of 300,000 or more, or within 15 miles if the established place of business is located in a county with a population of less than 300,000.

"Trade Show Exhibition" is a display exhibition that is participated in by at least 3 dealers, 2 of which must be licensed under 5-101 or 5-102; and a trade show exhibition of new vehicles shall only be participated in by licensed new vehicle dealers at least 2 of which must be licensed under Section 5-101.

ILLINOIS ADMINISTRATIVE CODE
ESTABLISHED PLACE OF BUSINESS

Requirements

The following requirements for an established place of business are set forth in the Illinois Administrative Code, Title 92, TRANSPORTATION, CHAPTER II, SECRETARY OF STATE, PART 1020.10, DEALERS, WRECKERS, TRANSPORTERS AND REBUILDERS.

Section 1020.10 (a) Dealers Established Place of Business

Each person seeking to be or already duly licensed as a new or used vehicle dealer under the Illinois Vehicle Code (IVC) (625 ILCS 5) shall maintain an established place of business that shall, in addition to those requirements in Section 5/5-100 of the Illinois Vehicle Code meet the following requirements:

1. Have office facilities in a building for maintaining and keeping books and records as are required. The office facilities shall be permanently mounted on a fixed foundation and may not include a trailer with axle attached and still moveable. It may include, however, a house trailer in a licensed mobile home park or dealership lot with tires removed and utilities attached.
2. Be properly and permanently equipped with the necessary office equipment and machines, and documents and papers adequate to properly conduct business as a dealer and must be within a permanent building or structure as required in subsection (a)(1).
3. Be equipped with an operating telephone for inbound and outbound calls and have the business telephone number published in the telephone directory generally available in the dealership area, and be adequately equipped with operating electric lights.
4. Have the name of the dealership posted on the front entrance door.
5. Have posted on the front entrance door a sign setting forth the days and regular and reasonable hours when open for business.

A dealership shall not be deemed as being open for business unless at least one employee, who is able to conduct regular business, is on the premises and available to the public and the dealership must be operated consistent with general dealer practices.

The dealership must be open:

- a. five (5) days out of seven (7) days in a week
- b. minimum of four (4) consecutive hours per day.

However, dealers who operate their dealerships less than 12 months shall state in the license application those months closed and shall post the months of closure in a prominent place for the public to see in the dealership office. During the posted closure months, the dealership is not required to maintain regular business hours.

6. Maintain a lot, being the area not occupied by a building, that shall be surfaced with rock or better surface material, and that shall be properly illuminated, if open after sundown, so that vehicles for sale can be properly inspected by any prospective customer.
 - a. The lot used for the sale of vehicles shall be separate and apart from any other business. In addition, where a dealer is selling new and used vehicles, the new cars shall be parked separately and apart from the used vehicles.
 - b. The above lot requirement shall not be applicable if the place of business has an indoor showroom, properly illuminated, for the display of vehicles held for sale.
 - c. The separate lot requirement specified in subsection (6) (a) (b) shall not prohibit the operation by the dealer of other businesses on the same premises, which shall include the lot, provided:
 - 1) the businesses are reasonably related to the sale or operation of new or used automobiles,
 - 2) further that the sale of new or used automobiles shall constitute at least 50% of the gross revenues of the licensed holder, and

Businesses reasonably related to the sale or operation of automobiles shall include only:

- the sale of automobile parts and accessories,
- the sale of gasoline, diesel fuel, oil and lubricant,
- the sale of automobile tires,
- the leasing of automobiles,
- insuring automobiles, and
- financing of automobiles sold by the licensed dealers engaged in these businesses.

Licensed dealers engaged in operating businesses other than those stated herein shall remove such businesses or modify to comply with this rule within 60 days of notification by the Secretary of State, or be subject to the revocation or suspension of their dealers license.

7. Dealership in a Department Store

- Where a dealer maintains a place of business within a department store, the dealership shall be separated from other operations within the department store.

8. Sign

- A permanent sign bearing the name of the dealership must be displayed
 - if the dealership is open after sundown, the sign shall be properly illuminated
 - the sign shall be visible from the highway leading to the established place of business.

9. Display a federally required pricing document on all new motor vehicles held for sale.

10. If the premises are leased, such lease must be for at least the duration of the current licensed period.

IAC 1020.10 (b) Supplemental Lot

An Illinois licensed dealer may operate as an additional place of business a permanent supplemental lot which will meet all the requirements as previously stated except:

- records required to be kept shall be maintained at the principal place of business **UNLESS** the supplement lot is more than one mile from the main dealership.

The one mile shall be measured by the most direct road between the dealership and the supplemental lot.

1. A licensed dealer shall apply for the supplemental lot authorization when filing the application required by Sections 5/5-101 or 5/5-102 or the application may be filed for the supplemental lot authorization during the licensed period.
2. The applicable fee as provided in Sections 5/5-101 (b) (7) and 5/5-102 (b) (5) is required.
3. No vehicle sales at supplemental lots shall be allowed on Sundays except as provided for in Section 5/5-106 of the Illinois Vehicle Code.

NOTE: Each person seeking to be or already duly licensed as a scrap processor, automotive parts recycler, rebuilder, repairer or out of state salvage buyer under the I.V.C. shall maintain an established place of business which shall meet the requirements contained within Section (a) above, except that no lot as set forth in (a)6 is required. However, if open after sundown, the premises shall be adequately illuminated so that prospective purchasers may inspect the items held for sale.

None of the requirements of this section shall apply to the place of business of a vehicle auctioneer licensed under Chapter 5, Article VII of the I.V.C.

IAC 1020.10 (c) Trade Show Exhibition, Display Exhibition and Off Site Sale

A licensed dealer may operate as an additional place of business an exhibition area in a trade show exhibition, display exhibition, or off site sale provided:

1. The trade show exhibition, display exhibition or off site sale must be conducted separate and away from the licensed dealer's established and additional places of business.
2. The licensed dealer has a currently valid new or used vehicle dealer's license issued by the Secretary of State of Illinois or another State where applicable.
3. The applicant dealer meets the requirements of subsection (c) (7), (8) or (9) of this section.
4. No permit granted for an additional location in a trade show exhibition, display exhibition or off site sale may be transferred nor removed to another location.

5A-9-3: OR&I OFFICE, RESEARCH AND LIGHT INDUSTRY DISTRICT:**5A-9-3-1: INTENT:**

The OR&I Office, Research and Light Industry District is intended to provide an environment suitable for and limited to research and development activities, engineering and testing activities, and related operations, office uses, and warehousing, and also limited manufacturing uses that will not have an adverse effect upon the environmental quality of the community.

No OR&I District shall be established by any new regulation unless the proposed new district area, by itself or in conjunction with any contiguous territory which either lies within the City and is already zoned OR&I or which lies within an adjacent municipality and is in a similar zoning classification, is at least six (6) acres. (Ord. 0-03-00, 4-3-2000)

5A-9-3-2: SITE PLAN APPROVAL PROCESS:

To ensure that the details of development of office and industrial areas for authorized uses will be such that the operation of the use will not offend the public interest, will be compatible and be planned in conformity with surrounding uses and will not adversely affect the flow of traffic within the community, a site plan shall be submitted. Refer to the approval process and submittal requirements as outlined in Chapter 2 of this Title. (Ord. 0-03-00, 4-3-2000)

5A-9-3-3: PERMITTED USES:

No building, structure, or land shall be used and no building or structure shall be erected, altered, or enlarged which is arranged, intended, or designed for other than one of the following uses:

- (A) Laboratories, offices, and other facilities for research and development including basic, applied, development, and technical services conducted by or for any individual, organization, or concern, whether public or private.
- (B) Production of prototype products when limited to the scale reasonably necessary for full investigation of the merits of a product, including commercial viability.
- (C) Pilot plants in which processes planned for use in production elsewhere can be tested to the extent reasonably necessary for full investigation of the merits of a product or process including commercial viability.
- (D) Engineering and testing laboratories and offices.
- (E) Offices, business or professional.
- (F) Clinics, medical and dental.
- (G) Banks and financial institutions.
- (H) Light industrial activities, including, but not limited to, electronic and scientific precision instruments manufacture, cloth products manufacture, light machinery production and assembly, printing and publishing.
- (I) Warehouses, wholesale and storage facilities, but excluding motor freight terminals.
- (J) Civic buildings.
- (K) Auxiliary retail and services. (Ord. 0-03-00, 4-3-2000)

5A-9-3-4: SPECIAL USES:

The following special uses may be permitted in specific situations in accordance with the procedures outlined in section 5A-2-2-6 of this title, as appropriate:

- Brewing facilities, as defined in section 3-3-7-14, "Class N License", of this code.
- Garages for storage, repair and servicing of motor vehicles, including body repair, painting and engine rebuilding.
- Height limit increases as specified in subsection 5A-9-3-9(A) of this chapter.
- Planned unit developments (in accordance with the requirements of chapter 3 of this title). The primary use within a planned unit development shall be one or more of the principal permitted uses, and may include any of the following uses:
 - Commercial services, business support services, motorist services, and employee services.
 - Cultural and recreational facilities, churches, auditoriums, and public gathering places.
 - Educational facilities.
 - Health clubs.
 - Kennels, indoor boarding only.
 - Restaurants.
 - Public and private utility facilities. (Ord. 0-03-00, 4-3-2000; amd. Ord. 0-04-02, 2-4-2002; Ord. 0-32-14, 11-3-2014; Ord. 0-02-16, 1-18-2016)

5A-9-3-5: REQUIRED CONDITIONS:

The following conditions shall be required:

- (A) No product shall be produced on the premises in a pilot plant primarily for sale either directly or indirectly, except with respect to such products, which, by their character, require production within a research and development environment.
- (B) Auxiliary retail and services shall be incidental to the principal uses and shall be for the convenience of the tenants and

employees of the building, structure or district in which located. These uses shall be conducted wholly within a building or structure and there shall be no exterior display of the auxiliary function.

(C) Outside storage is not allowed. (Ord. 0-03-00, 4-3-2000)

5A-9-3-6: AREA REQUIREMENTS:

The minimum lot area on the OR&I district shall be two (2) acres, except for planned unit developments which shall have a minimum land area of three (3) acres. (Ord. 0-03-00, 4-3-2000)

5A-9-3-7: WIDTH REQUIREMENTS:

The minimum lot width in the OR&I district shall be one hundred fifty feet (150'). (Ord. 0-03-00, 4-3-2000)

5A-9-3-8: YARD REQUIREMENTS:

The minimum yards required in the OR&I district shall be as follows:

(A) Front And Corner Side Yards:

1. Abutting Or Adjoining A Nonresidential District:

(a) Yard Depth: There shall be a required front and corner side yard of not less than fifty feet (50') in depth; provided, however, that such yard shall be increased in depth by one foot (1') for each three feet (3') in height by which any building on the lot exceeds a height of thirty feet (30').

(b) Off-Street Parking Facilities Setback: Off-street parking facilities are not allowed within the first thirty feet (30') of the required front or corner side yard.

2. Abutting Or Adjoining A Residential District:

(a) Yard Depth: There shall be a required front or corner side yard of not less than fifty feet (50') in depth; provided, however, that such yard shall be increased in depth by one foot (1') for each three feet (3') in height by which any building on the lot exceeds a height of thirty feet (30'), and shall be increased an additional twenty five feet (25') if it abuts to or adjoins a lot in a residence district.

(b) Off-Street Parking Facilities Setback: Off-street parking facilities are not allowed within the first thirty feet (30') of the required front or corner side yard.

(B) Interior Side And Rear Yards:

1. Abutting Or Adjoining A Nonresidential District:

(a) Yard Depth: There shall be a required side and rear yard of not less than thirty feet (30') in depth, except that such side and rear yard shall be increased by one foot (1') for each three feet (3') in height that any building on the lot exceeds a height of thirty feet (30').

(b) Off-Street Parking Facilities Setback: Off-street parking facilities within an interior side or rear yard are not allowed within the first twenty feet (20') of the required yard.

2. Abutting Or Adjoining A Residential District:

(a) Yard Depth: There shall be a required interior side and rear yard of not less than thirty feet (30') in depth, except that such interior side or rear yard shall be increased by one foot (1') for each three feet (3') in height that any building on the lot exceeds a height of thirty feet (30'), and shall be increased an additional forty five feet (45') if such rear or interior side lot line abuts or adjoins a lot in a residence district.

(b) Off-Street Parking Facilities Setback: Off-street parking facilities within an interior side or rear yard shall not be nearer than thirty feet (30') from an adjoining lot in a residential district.

(c) Required Fence: Where a rear or interior side lot line in the OR&I District coincides with an interior side or rear lot line in an adjacent residential district, a fence of at least seventy five percent (75%) opacity shall be provided within the yard along the property line. The height of such fence shall be a minimum of six feet (6'), not to exceed eight feet (8').

(C) Accessory Structures: Accessory structures shall comply with yard and setback requirements as prescribed in Section 5A-5-9 of this Title.

(D) Permitted Obstructions In Required Yard: Permitted obstructions in required yards are allowed as described herein and as prescribed in Section 5A-5-7-3 of this Title and Chapter 11 of this Title including:

1. Drives And Off-Street Parking Facilities: Required yards may be occupied by drives and off-street parking facilities when constructed in accordance with the setback requirements of this District and in compliance with Section 5A-5-7-3 of this Title and Chapter 11 of this Title.

2. Joint Parking: In the case of joint parking facilities, parking may occur in the required yard without regard to the side lot line at the point of the combination of the parcels, and in compliance with subsections 5A-11-2-1(B) and (C) of this Title. (Ord. 0-03-00, 4-3-2000)

5A-9-3-9: HEIGHT LIMITATIONS, BULK REGULATIONS:

The maximum height, floor area ratio, and other bulk regulations for all buildings and structures in the OR&I District shall be as follows:

(A) The maximum height for all buildings and structures in the OR&I District shall be forty feet (40'); however, this limit may be increased by special use approval granted by the City Council, and after public hearings before the Plan Commission. Any such

increased height shall be reasonably required for the particular research or development use to which the property in question is to be put, and such increase shall not unduly conflict with the intent of this Title or interfere with the rights of the public.

(B) The basic floor area ratio in the OR&I district shall be 0.6.

1. If seventy five percent (75%) or more of the required parking is provided underground or within the building, then a floor area ratio premium of 0.20 shall be allowed.

2. Under a planned unit development, a floor area ratio premium of 0.1 will be granted for each additional five percent (5%) open space over the minimum requirement of twenty five percent (25%) of the total net site area, up to a maximum total of thirty five percent (35%).

(C) Not more than seventy five percent (75%) of the net site area shall be covered by principal and accessory buildings and structures and paved or impervious areas. (Ord. 0-03-00, 4-3-2000)

5A-9-3-10: COMPLIANCE WITH THIS TITLE AND OTHER APPLICABLE TITLES OF THIS CODE REQUIRED:

Properties located in this district shall comply with all applicable regulations of this title as well as all other applicable regulations with this code. At a minimum, the following regulations must be adhered to:

(A) Landscape Requirements: All establishments shall comply with the landscaping requirements of chapter 10 of this title.

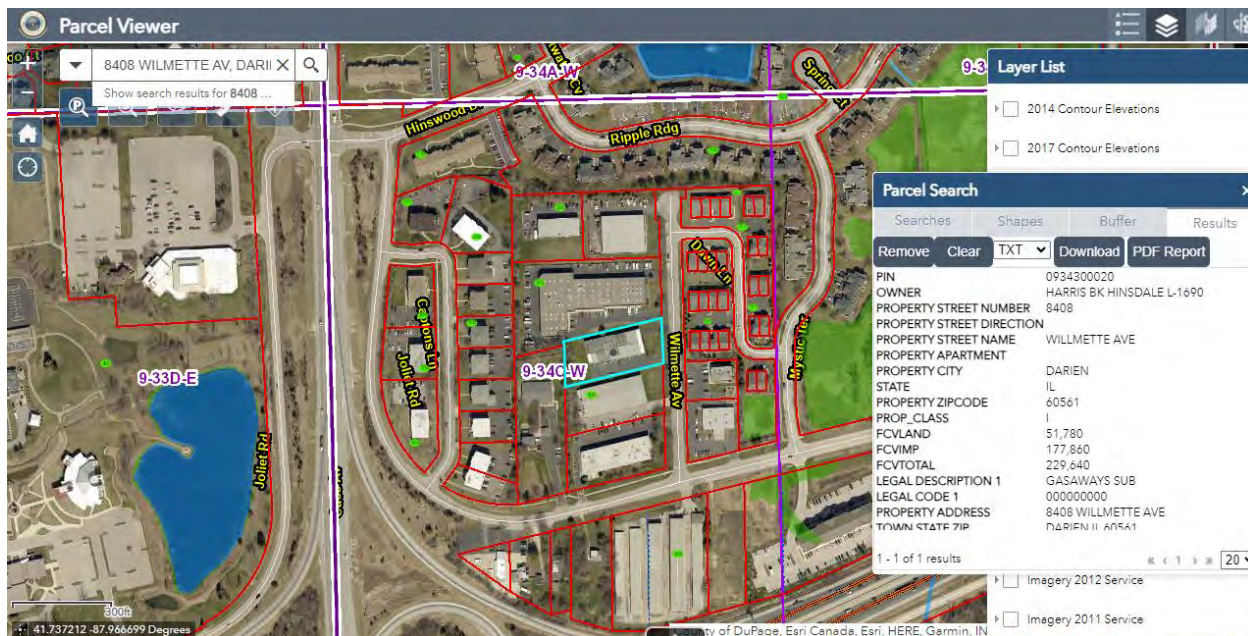
(B) Off Street Parking And Loading Requirements: All establishments shall comply with the off street parking and loading requirements of chapter 11 of this title.

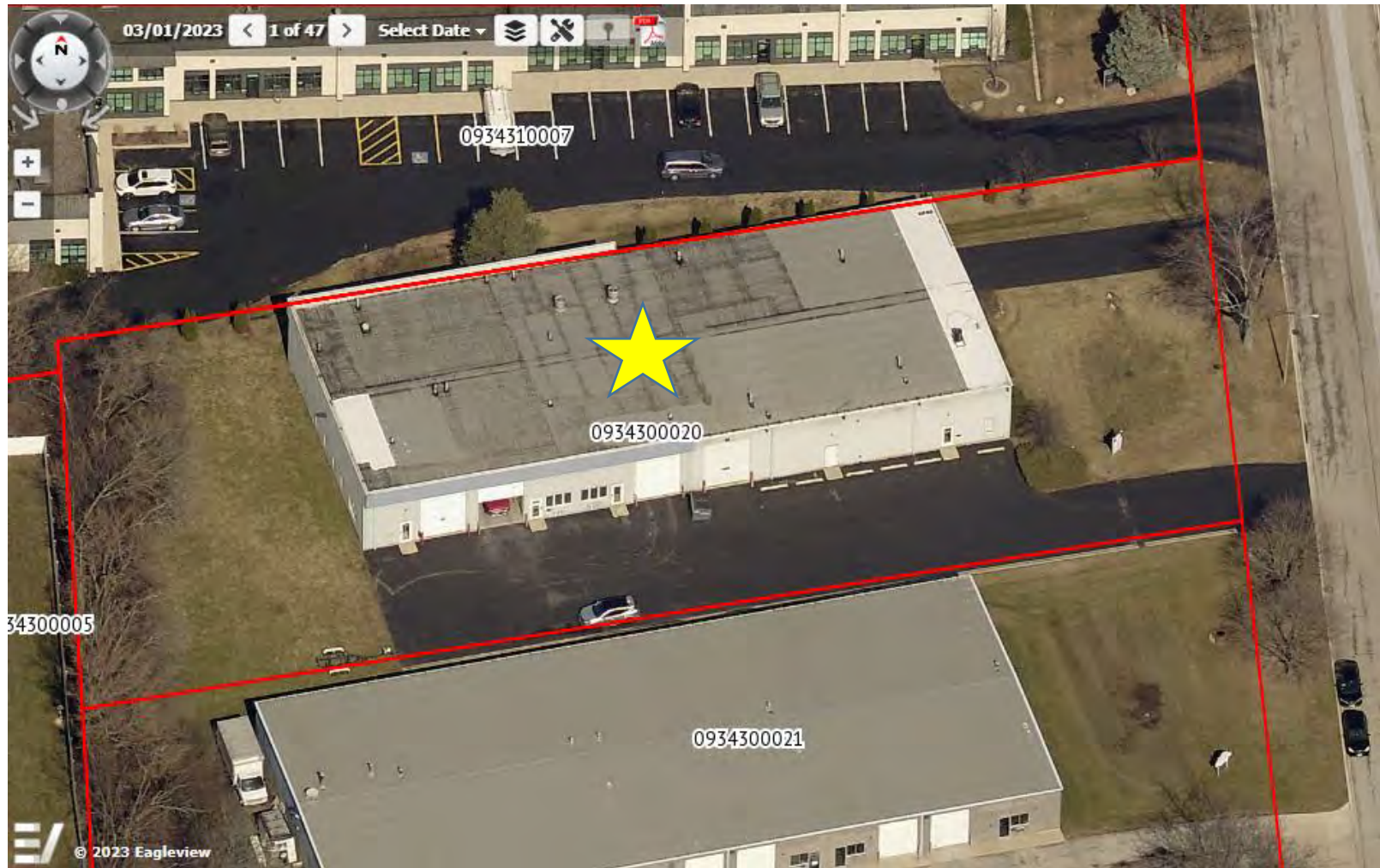
(C) Final Engineering: Provisions for stormwater management and engineering must be made in compliance with applicable codes.

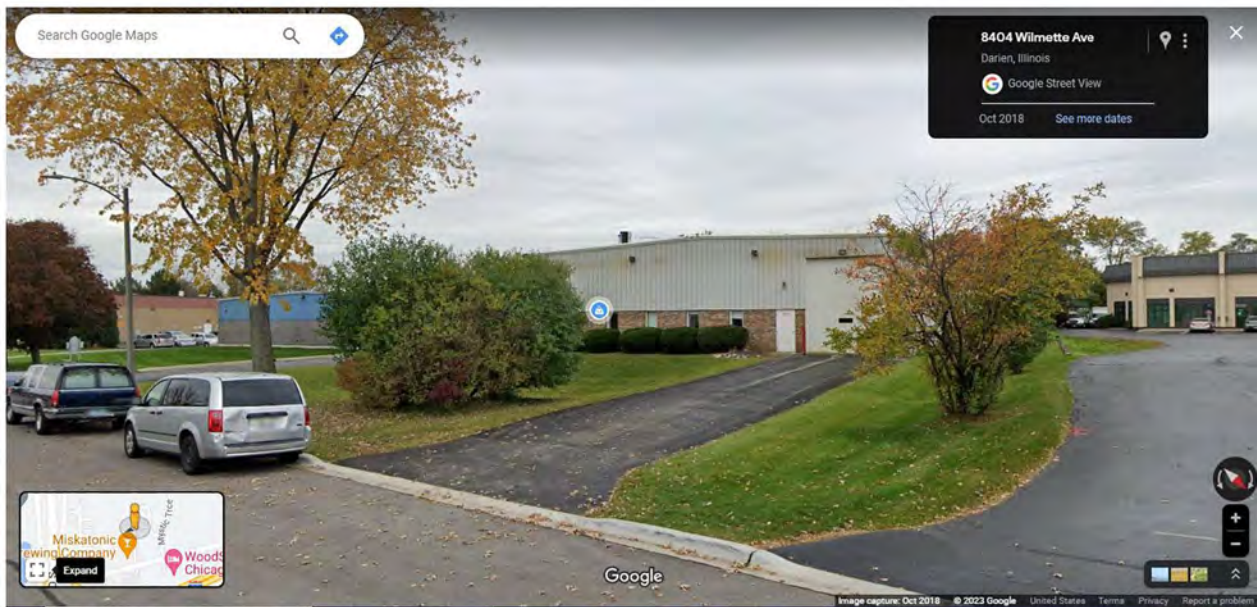
(D) Performance Standards: Processes and equipment employed within the office, research and light industrial district shall be limited to those which comply with the performance standards of chapter 12 of this title.

(E) Sign Regulations: The signs on the property shall comply with the Darien sign code (title 4, chapter 3 of this code). (Ord. 0-03-00, 4-3-2000)

MEMO







CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5A, CHAPTER 9, SECTION 5A-9-3-4,
“SPECIAL USES”, AND GRANTING A SPECIAL USE**

(PZC2023-05: O’BRIEN, 8408 WILMETTE AVENUE, UNITS B & C)

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

THIS 2ND DAY OF October, 2023

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5A, CHAPTER 9, SECTION 5A-9-3-4,
“SPECIAL USES”, AND GRANTING A SPECIAL USE**

(PZC2023-05: O’BRIEN, 8408 WILMETTE AVENUE, UNITS B & C)

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 property legally described in Section 1 (the “Subject Property”), is zoned OR&I Office, Research, and Light Industry District pursuant to the Darien Zoning Ordinance; and

WHEREAS, pursuant to Section 5A-9-3-4 of the Zoning Ordinance, the owner of the Subject Property was granted a special use to operate a “garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding” for the Subject Property; and

WHEREAS, the owner and proposed operator of the existing auto repair and body shop (Collectively, “petitioner”) have petitioned to also sell vehicles from the Subject Property after they are restored; and

WHEREAS, the petitioner has requested a text amendment to the City’s Zoning Ordinance to add “motor vehicle sales” as a special use when such sales are conducted in conjunction with an approved “garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding” within the OR&I District; and

ORDINANCE NO. _____

WHEREAS, the petitioner has requested a special use for motor vehicle sales conducted in conjunction with a garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding within the OR&I District; and

WHEREAS, pursuant to notice as required by law, the City's Planning and Zoning Commission conducted a public hearing on August 16, 2023 and September 20, 2023, and has forwarded its findings and recommendation of approval of the petitions to the City Council; and

WHEREAS, on September 25, 2023, the City's Municipal Services Committee reviewed the petitions and has forwarded its recommendation of approval of the petitions to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant the petitions subject to the terms, conditions, and limitations described 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: Subject Property. This special use granted by this Ordinance is limited and restricted to the property generally located at 8408 Wilmette Avenue, Units B & C, Darien, Illinois, and legally described as follows:

LOT 3 IN GASAWAY'S SUBDIVISION BEING A SUBDIVISION OF PART OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 23, 1987 AS DOCUMENT R87-140401 IN DUPAGE COUNTY, ILLINOIS.
PIN: 09-34-300-020

ORDINANCE NO. _____

SECTION 2: Text Amendment. Section 5A-9-3-4 of the Darien City Code, is hereby amended to add “Motor vehicle sales conducted in conjunction with an approved garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding” as an allowable Special Use.

SECTION 3: Special Use. A special use is hereby granted to permit motor vehicle sales conducted in conjunction with the previously approved special use for the Subject Property, subject to the additional condition that all display and storage must be within an enclosed building.

SECTION 4: 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 5: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

ORDINANCE NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 2nd day of October, 2023.

AYES _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 2nd day of October, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
CITY COUNCIL
OCTOBER 2, 2023

ISSUE STATEMENT

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

ORDINANCE

BACKGROUND

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

ATTACHMENTS

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the proposed ordinance by a 3-0 vote.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal consideration.

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

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

(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.

(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.

(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 D licenses shall be eleven (11).

(E) The annual fee for a Class D license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994; amd. Ord. 0-16-13, 8-5-2013; Ord. 0-05-17, 4-3-2017; Ord. O-06-21, 5-3-2021; Ord. O-02-23, 3-6-2023)

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 five (5).

(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; Ord. 0-10-23, 6-19-2023)

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. 0-15-22, 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
E	D-8	Chiba Japanese Restaurant	7533	Cass Ave	\$2,000.00
	D-9	Dotty's	7516	Cass Avenue, #24	\$2,000.00
	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					
G	F-1	Chuck E. Cheese	7409	Cass Avenue	\$1,500.00
H	G-1	Dry Dock	1125	North Frontage Road	\$2,000.00
I	H-1	Home Run Inn Corp.	7521	Lemont Road	\$2,500.00
	H-3	Café Smilga	2819	83rd Street	\$2,500.00
K	I-1	Q Bar	8109-8115	Cass Avenue	\$2,500.00
	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
	K-6	Tony & Tinas Deli, LLC	8133	Cass Ave	\$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					

Class License	License Number	Business Name	Street #	Street Name	Amount
P	O-1	Chuck's Southern Comforts Café and Banquets, Inc.	8025	Cass Avenue	\$2,500.00
	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 2nd DAY OF OCTOBER, 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 October, 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 decrease the number of Class K licenses from five (5) to four (4), to read as follows:

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

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

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

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

ORDINANCE NO._____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 2nd day of October, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this this 2nd day of October, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

Approval of a [resolution](#) to enter into a contract agreement with Compass Minerals America, Inc. for the purchase of rock salt in an amount not to exceed \$54,817.00.

AND

Approval of a [resolution](#) for the required balance purchase of the 2022-2023 rock salt contract agreement with Morton Salt, Inc., in an amount not to exceed \$58,807.00.

BACKGROUND/HISTORY

The rock salt is utilized by the Municipal Services Department for street de-icing operations during the snow season. The City continues to partner with the County of DuPage for the purchase of rock salt. Recently, the County has opened sealed bids and the lowest competitive unit price was Compass Minerals for the amount of \$78.31 per ton. See [Attachment A](#). The price per ton last year was \$75.88 is approximately 3.20% more than last year's cost per ton.

As part of the joint contract, the City committed to receive up to 700 tons of sodium chloride salt. Pending winter conditions the department has the ability to take an additional 300 tons. The Darien Park District and Center Cass School District #66 will be purchasing up to 40 and 8 tons respectively of rock salt not to exceed \$3,132.40 and \$626.48 through the respective Intergovernmental Agreements.

Please note last year's salt contract called for the City to accept 3,000 tons. Due to the mild weather conditions and additional de-icing enhancements the City did not meet the minimal delivery for salt. The City is required to purchase an additional 775 tons at \$75.88, (2022-23 contract pricing) per ton for a total cost not to exceed \$58,807, see [Attachment B](#). Currently the salt storage facility is full and the remainder will be taken by January 1, 2024.

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23-24 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
03-60-4249	700 tons Compass @ \$78.31/ton	\$256,500.00	\$54,817.00	N/A
03-60-4249	775 tons Morton Salt, Inc. @ \$75.88/ton		\$58,807.00	N/A
03-60-4249	300 tons bulk treated salt Compass @ \$98.31/ton		\$29,493.00	N/A
	Subtotal City Expense	\$256,500.00	\$143,117.00	\$113,383.00
01-30-4249	Darien Park District reimbursable 40 tons	N/A	\$3,132.40	N/A
01-30-4249	Center Cass School District 66 reimbursable 8 tons	N/A	\$626.48	N/A
TOTAL COSTS			\$146,875.88	N/A

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution to enter into a contract agreement with Compass Minerals America, Inc. for the purchase of rock salt in an amount not to exceed \$54,817.00.

AND

Approval of a resolution for the required balance purchase of the 2022-2023 rock salt contract agreement with Morton Salt, Inc., in an amount not to exceed \$58,807.00.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal approval.



THE COUNTY OF DUPAGE
FINANCE - PROCUREMENT
BULK ROCK SALT 23-057-DOT
BID TABULATION

✓

				Compass Minerals		Morton Salt		Cargill	
NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE	PRICE	EXTENDED PRICE
GROUP 1: FOR DELIVERY TO DUPAGE COUNTY DIVISION OF TRANSPORTATION									
1	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 80% - 130% OF PROJECTED USAGE	TON	17,000.00	\$ 78.31	\$ 1,331,270.00	\$ 79.10	\$ 1,344,700.00	\$ 91.25	\$ 1,551,250.00
2	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE	TON	-	\$ 83.31	-	\$ 89.10	-	NO BID	-
GROUP 2A: FOR EARLY DELIVERY TO TOWNSHIPS/MUNICIPALITIES									
3	BULK ROCK SALT	TON	6,000.00	\$ 78.31	\$ 469,860.00	\$ 79.10	\$ 474,600.00	\$ 91.25	\$ 547,500.00
GROUP 2B: FOR STANDARD DELIVERY TO TOWNSHIPS/MUNICIPALITIES									
4	BULK ROCK SALT	TON	55,320.00	\$ 78.31	\$ 4,332,109.20	\$ 79.10	\$ 4,375,812.00	\$ 91.25	\$ 5,047,950.00
5	BULK ROCK SALT UNIT COST FOR QUANTITIES BETWEEN 131% - 150% OF PROJECTED USAGE	TON	-	\$ 83.31	-	\$ 89.10	-	NO BID	-
GRAND TOTAL					\$ 6,133,239.20		\$ 6,195,112.00		\$ 7,146,700.00

NOTES

Bid Opening 5/1/2023 @ 2:30 PM	DW,NE
Invitations Sent	24
Total Vendors Requesting Documents	1
Total Bid Responses	3

MEMO

From: Andrew Lorenzini
To: Kris Throm
Cc: Regina Kokkinis; Dan Gombac
Subject: RE: Customer Number 3689436 City of Darien on Du Page County IL
Date: Tuesday, August 29, 2023 1:45:58 PM
Attachments: image001.png
image003.png
image004.png

Good afternoon Kris,

We will honor the price of \$75.88 for the remainder of the 775 tons needed to purchase to meet the minimum. Pricing for the upcoming winter season would be different if you decided to go with us as your road salt vendor. Since we were not the low bidder for the DuPage County Co-Op contract, we would have to send you a separate quote. We are currently working on pricing for quotes so I can not tell you what that will be at this time but should have something within the next week or 2.

Let me know if you have any other questions.

Andrew Lorenzini
Senior Bid Analyst, Morton Salt, Inc.
O: +1 312.807.2859 **M:** +1 872.334.0304
E: alorenzini@mortonsalt.com **W:** MortonSalt.com

From: Kris Throm <kthrom@darienil.gov>
Sent: Tuesday, August 29, 2023 11:53 AM
To: Andrew Lorenzini <alorenzini@mortonsalt.com>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>; Dan Gombac <dgombac@darienil.gov>
Subject: RE: Customer Number 3689436 City of Darien on Du Page County IL

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Andrew,

Sorry for the delay in getting back to you but we had some vacation and were finally just able to sit down to discuss this. As we are trying to get this to agenda quickly we are in agreement for the remainder of the 80% minimum to complete last seasons contract. Not sure if you just wanted to round up to the 775 so we make sure to meet the minimum but we will leave that as your call.

As far as this upcoming season's contract is Morton Salt in a position to honor the \$75.88/ton price from last year for the City of Darien's upcoming season? We are in the process of figuring out contract amounts but we are looking for a combination of treated and untreated salt. Not 100% on the amounts as we are still trying to dial that in. Please advise at your earliest convenience.

Thanks,

Kris Throm
City of Darien Municipal Services
Superintendent
(630) 514-3453

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DARIEN DIRECT CONNECT
Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: Andrew Lorenzini <alorenzini@mortonsalt.com>
Sent: Thursday, August 10, 2023 3:50 PM
To: Kris Throm <kthrom@darienil.gov>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>; Dan Gombac <dgombac@darienil.gov>
Subject: RE: Customer Number 3689436 City of Darien on Du Page County IL

Good afternoon,

Morton Salt will agree to the 774 tons that will be delivered at a later date. Morton Salt is able to provide a prepaid invoice (to be paid within 30 days) and the City of Darien will accept delivery at a later date. Delivery needs to be taken by 12/31/2023, but if a weather event does not take place before then, Morton will work with the City that satisfies both parties. Invoice will be for \$56,910.00 (750 tons @ \$75.88 per ton; we prefer to have orders to be in 25-ton increments).

In regard to the treated salt, Morton Salt has an enhanced salt treated with calcium chloride available in your region. Please provide your estimate of what you plan to purchase for the season, and I can get you a quote. Quotes will go out end of summer/early fall.

Please let me know if you have any questions.

Andrew Lorenzini
Senior Bid Analyst, Morton Salt, Inc.
O: +1 312.807.2859 **M:** +1 872.334.0304
E: alorenzini@mortonsalt.com **W:** MortonSalt.com

From: Kris Throm <kthrom@darienil.gov>
Sent: Tuesday, August 8, 2023 11:10 AM
To: BUYROADSALT <buyroadsalt@mortonsalt.com>
Cc: Dan Gombac <dgombac@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>
Subject: Customer Number 3689436

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Hello Ayanna,

As discussed just a little bit ago, we are trying to figure out salt needs for the 23-24 season for City of Darien. I had called late April or early May looking for direction on the remainder of the contract was to be handled and was told a decision had not been made yet but was expected soon. Having lost track of time we are now needing to make a decision for next season and are in need of a response rather quickly (hopefully by the end of this week) as to how The City of Darien's contract will be handled.

There also appears a little bit of confusion as to the amounts committed to for the contract. I have attached our Agenda Memo from last season for reference. A signed copy would have been mailed out within a week of the Agenda Memo being approved by our City Council on 8/1/2022. We typically put down a placeholder number with DuPage County for bid tally purposes of 3,000 tons expecting to at least reach our minimum seasonal required order. Unfortunately that did not happen and we needed to take over 600 tons from the previous (21-22) Season's contract to meet the 80% minimum. When we approved the purchase of salt from Morton the amount we were authorizing from Morton per the Agenda Memo was 2,200 tons. Per my conversation with you this morning the City of Darien took delivery of 986 tons of salt during the 22-23 season. We are under the impression that this would leave us with 774 tons left to take to meet the 80% requirement of the contract. If the adjustment was not made we would be left with 1,414 tons left to take based on the 3,000 tons. So we obviously need that to be straightened out as well. This will allow us to make sure we are securing contracts for the needed amount.

Unfortunately, The City of Darien does not currently have any room to store the remaining salt to satisfy this contract. We have no problem fulfilling the remainder of the contract as soon as space opens up in our shed but that will require winter weather events. I can order as we use salt to try and minimize hold time but I honestly don't know how long it would take us to fulfil this.

There are also two follow ups for this.

1. Is Morton Salt in a position to extend the bid pricing from the 22-23 Season to the City of Darien for the 23-24 upcoming season? We would be figuring out exact tonnage needs shortly. Some of that will depend on what is determined above.
2. Does Morton Salt offer a treated Road Salt product that would potentially be available to us for ordering as well? If so can you provide information on the product and a bid price per ton?

I appreciate all of your time and assistance this morning!

Thanks,

Kris Throm

City of Darien Municipal Services

Superintendent

(630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

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 TO ENTER INTO A CONTRACT AGREEMENT WITH COMPASS
MINERALS AMERICA, INC. FOR THE PURCHASE OF ROCK SALT IN AN AMOUNT
NOT TO EXCEED \$54,817.00**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into a contract agreement with Compass Minerals America, Inc. for the purchase of rock salt in an amount not to exceed \$54,817.00, 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 2nd day of October 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS** this 2nd day of October 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

April 26, 2023

This is a **NEW BID** due to the addendum – Please pull the Original Bid Bond from our earlier FedEx Submission to go with this submission.

Please call Brenda Blunt or Sean Lierz with any questions.

800-323-1641 option 1 for Brenda option 2 for Sean



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

BULK ROCK SALT 23-057-DOT Q&A ADDENDUM #2

1. Can the submission due date be extended?

Answer: Bids are now due by May 1, 2023 at 2:30 P.M. CT

2. Additional correction to quantities and locations listed for STANDARD BUY GROUP 2B:

The previously issued Q&A Addendum #1 contained a miscalculation of the Total Tons. The correct total is 55,320. The sum of the quantities for the locations listed in the bid is 53,920. 2 additional locations should be added as follows:

Village of Villa Park - 600 tons
City of Wood Dale - 800 tons

The corrected total is $53,920 + 600 + 800 = 55,320$.

Attached to this Addendum please find corrected Bid Form Pricing Revision #2, along with a corrected listing of locations and quantities.

A handwritten signature in blue ink, consisting of stylized, overlapping loops and strokes.

SECTION 7 - BID FORM PRICING REVISION #2**GROUP 1- DUPAGE COUNTY**

All Product shall be shipped F.O.B. Destination to 140 N. County Farm Road, Wheaton, IL 60187, or 7900 S. Rt. 53, Woodridge, IL 60517, or 7245 Janes Avenue, Woodridge IL 60517.

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

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	BULK ROCK SALT	TON	17,000	\$ 78.31	\$ 1,331,270.00
GRAND TOTAL GROUP 1 (In words) One Million, Three Hundred Thirty One Thousand and Two Hundred and Seventy Dollars.					

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

\$ 83.31 PER TON

SHIPPING AND BILLING INFORMATION FOR GROUP 1:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 Jason.Walsh@dupageco.org
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Public Works Attn: Jason Walsh 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	Village of Woodridge Public Works Attn: Jason Walsh 7425 Janes Avenue Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org

GROUP 2 – TOWNSHIPS/MUNICIPALITIES

Product shall be shipped F.O.B. Destination to the locations listed. Each Township/Municipality will make an independent determination on which contractor it will enter into an agreement with.

GROUP 2A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30th. See table below for list of participating Townships/Municipalities along with delivery locations and estimated quantities.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	BULK ROCK SALT	TON	6,000	\$ 78.31	\$ 469,860.00
GRAND TOTAL GROUP 2A (In words) Four Hundred Sixty-Nine Thousand, Eight Hundred and Sixty Dollars.					

GROUP 2B – STANDARD DELIVERY – See Statement of Work for list of participating Township/Municipalities along with delivery locations and estimated quantities.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	BULK ROCK SALT	TON	55,320	\$ 78.31	\$ 4,332,109.20
GRAND TOTAL GROUP 2B (In words) Four Million, Three Hundred Thirty Two Thousand and One Hundred Nine Dollars and Twenty Cents					

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

\$ 83.31 PER TON

GROUP 2C – BULK TREATED SALT – 100% confirmed quantities. Treated salt is an optional purchase. Please provide name, active deicing chemicals, and unit pricing for bulk treated rock salt products. Additional product documentation or promotional material should be included with bid submittal.

Total estimated annual quantities between all participating Townships/Municipalities is 600 tons.

PRODUCT NAME	ACTIVE DEICING CHEMICALS	UOM	QTY	UNIT PRICING
ThawRox	Sodium Chloride, Magnesium Chloride and or Calcium Chloride. See SDS included in Bid Packet	TON	1	\$ 98.31
		TON	1	\$
		TON	1	\$
		TON	1	\$

GROUP 2 TOWNSHIP/MUNICIPALITY LIST AND QUANTITIES

The following is a list of Group 2 Townships/Municipalities, along with their estimated quantities for Groups 2A, 2B, and 2C.

Group 2A: Confirmed Quantities – Delivery is no later than 11/30/2023.

Group 2B: 80-130% Estimated Quantities – Standard Delivery

Group 2C: 80-130% Estimated Quantities – Standard Delivery

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	700	0
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101-4331	1491 W Jeffrey Drive Addison, IL 60101-4331	TON	0	2,200	0
Aurora, City of	44 E. Downer Place Aurora, IL 60507	<u>Site 1:</u> City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 <u>Site 2:</u> 2112 Montgomery Rd Aurora, IL 60504	TON	0	7,500	0
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	<u>Site 1:</u> 1150 Bittersweet Drie Bartlett, IL 60103 <u>Site 2:</u> 315 E. Devon Ave. Bartlett, IL 60103	TON	0	600	0
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106	TON	0	600	0
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60108	6N030 Rosedale Ave. Bloomington, IL 60108	TON	0	1,500	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
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Bloomingtondale, Village of	201 S. Bloomingtondale Rd Bloomingtondale, IL 60108	305 Glen Ellyn Road Bloomingtondale, IL 60108	TON	0	1,300	0
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	1,700	0
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	600	0
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	0	700	300
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200	0
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	4,000	0	0
DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120	0
Elmhurst, City of	209 N York St, Elmhurst, IL 60126	985 S Riverside Dr, Elmhurst, IL 60126	TON	0	2,500	0
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,700	0
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	600	0
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200	0
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	800	0
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,200	0
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	3,200	0
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,200	0
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400	0
Naperville, City of	180 Fort Hill Drive, Naperville, IL 60540	<u>Site 1:</u> 180 Fort Hill Drive, Naperville, IL 60540 <u>Site 2:</u> 3816 Plainfield/Naperville Rd Naperville	TON	0	6,000	0
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	500	0
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	2,000	3,000	0
Villa Park, Village of	20 S. Ardmore Ave Villa Park, IL	729 N. Ardmore Ave Villa Park, IL 60181	TON	0	600	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300	0
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	300	0
West Chicago, City of	475 Main St. West Chicago, IL 60185	<u>Site 1:</u> 135 W. Grandlake Blvd. West Chicago, IL <u>Site 2:</u> 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	TON	0	2,000	0
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800	0
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	2,000	0
Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	0	900	300
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	500	0
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	600	0
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Woodridge. Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 OR 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	1,700	0
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000	0
TOTAL TONS				6,000	55,320	600



The County of DuPage
Finance – Procurement 3-400
421 North County Farm Road
Wheaton, Illinois 60187-3978

BULK ROCK SALT 23-057-DOT Q&A ADDENDUM 1

1. The total of quantities listed for STANDARD BUY Group 2B equals 53,920 but the quantity on the Bid Form Pricing is 55,320. Which is correct?

Answer: The correct quantity for STANDARD BUY Group 2B is 53,920. A revised Bid Form Pricing sheet is attached to this Addendum.

2. Can the submission due date be extended?

Answer: The date has been extended. Bids are now due by May 1, 2023 at 2:30 P.M. CT

A handwritten signature in blue ink, appearing to be "J. H. K.", is located in the lower right quadrant of the page.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 84614-LIB-23-08

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Compass Minerals America Inc.

9900 W 109th St Ste 100
Overland Park, KS 66210

OWNER:

(Name, legal status and address)

DuPage County Treasurer
County of DuPage, 421 N. Country Farm Road
Wheaton, IL 60187

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
State of Inc: MA

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

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

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Bulk Rock Salt

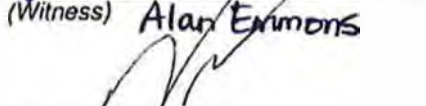
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

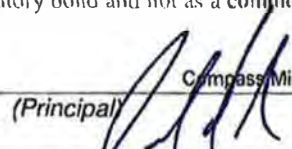
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

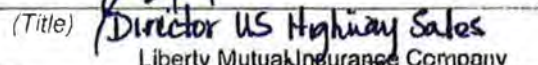
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement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

Signed and sealed this 17th day of April, 2023


(Witness) Alan Emmons


(Witness) Jordan Briggs


(Principal) Compass Minerals America Inc. (Seal)


(Title) Director US Highway Sales
Liberty Mutual Insurance Company
(Surety) (Seal)


(Title) Linda Lee Nipper, Attorney-in-Fact



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

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

Certificate No. 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Linda Lee Nipper

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

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



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126914
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of April, 2023



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

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

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



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

**DU PAGE COUNTY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before April 28, 2023 at 2:30 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROCK SALT 23-057-DOT. Bid document, including specifications, may be obtained from the Finance Department by email at donna.weidman@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

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

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

Date	Bid Event Activity
April 12, 2023	Legal Notice Advertisement Placed
April 19, 2023 4:00 p.m. CT	Questions due to Buyer via email: Donna.weidman@dupageco.org
April 21, 2023 4:00 p.m. CT	Final Q&A Addendum Published
April 28, 2023 2:30 p.m. CT	Submittals Due to Finance Office

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SECTION 1 – PROJECT INFORMATION

√	SUBMITTAL CHECKLIST
	<ol style="list-style-type: none">1. Original signed bid with one (1) PDF on Flash Drive2. Bid Form Pricing3. Bid Form Signature Page4. Mandatory Form5. W-96. Required Vendor Ethics Disclosure Statement7. Joint Purchasing Agreement8. References9. Bid Security 5%

AWARDED CONTRACTOR REQUIREMENTS	
Payment & Performance Bonds	Due within 15 days of Notice of Award
Certificate of Insurance	Due within 15 days of Notice of Award
Awarded Vendor Questionnaire	Due within 60 days of Notice of Award https://mwv.dupageco.org/
Illinois Secretary of State Corporate/LLC Certificate of good standing for current year	Due within 15 days of Notice of Award http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

SECTION 2 - INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
 - b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
 - c) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
 - d) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).
- 6) **CONTRACT AWARD:** The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

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

7) **WITHDRAWAL:**

- a) By the Bidder: Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.
 - b) By the County: The County may withdraw Bids at any time, for any reason, prior to execution of the Contract.
- 8) **ALTERNATE/EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature.

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

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

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

10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3 - GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

- 10) **DRUG FREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.
- 11) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.
- 12) **F.O.B.:** All goods are to be shipped prepaid, F.O.B. Destination delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.
- 13) **FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented, i.e., droughts, floods, severe weather phenomena, et cetera.
- 14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless the County, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.
- 15) **HOLDING OF BIDS:** Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.
- 16) **INDEMNITY:** The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).
- Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided.
- Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits.
- The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts.
- The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.
- 17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.
- 18) **VENUE:** By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.
- 19) **LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to the County

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4 - SPECIAL CONDITIONS

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

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

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

4) **CONTRACT TERM AND RENEWAL**

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

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

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

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

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

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

- a) Cancel the contract.
- b) Reserve all rights or claims of damage for breach or any covenants of the contract.

- c) Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.
- 7) **PRICING:** DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor after reviewing all national purchasing cooperative pricing programs available for the County to participate in.
- 8) Fee will be maintained for the initial one-year period. Price adjustments for optional renewals will be based on the previous year's CPI or two percent (2%), whichever is lower. The overall maximum term period of the contract shall not exceed four (4) years.

9) DELIVERY REQUIREMENTS:

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

- a) All deliveries shall be made Monday through Friday between the hours of 7:00 a.m. and 2:00 p.m. unless other arrangements are made.
- b) Seller will notify Buyer if Seller is not able to fulfill the complete Purchase Order by the requested date in the stated quantities. Buyer will then determine whether the changes are acceptable or if the Purchase Order will be cancelled and issued to a different supplier.
- c) Seller will notify Buyer before making any changes or substitutions of materials and quantities specified on the Purchase Order with cost of cover to be paid by Seller.

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

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

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

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

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

VENDOR QUESTIONNAIRE: In accordance with 35 ILCS 200/18-50.2, DuPage County is required to collect and electronically publish data from all vendors and subcontractors as to (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/01 et seq.) and (2) whether the vendor or any subcontractors hold any certifications for those categories or if the vendor or subcontractors are self-certifying; if self-certifying, the vendor and subcontractors shall disclose if they qualify as a small business under federal Small Business Administration standards. Following award of a contract by DuPage County, the awarded vendor must complete the requested information for itself, and each subcontractor must separately complete the following information to perform work under this contract within 60 calendar days of the date of award.

SECTION 5 – INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6 – STATEMENT OF WORK/SPECIFICATIONS

SCOPE

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

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

BID AWARD CRITERIA

Group 1 - DuPage County reserves the right to award a contract(s) to the lowest responsive, responsible bidder(s) by lump sum bid, by Group 1, whichever is in the best interest of DuPage County. DuPage County will only consider unit pricing in the 131%-150% range, in the event of a tie.

Group 2 - Each participating Township/Municipality awards individually in its best interest.

QUANTITIES

Goods and Services shall be ordered on an as-needed basis. All participating Townships/Municipalities reserve the right to increase or decrease the quantities. Quantities listed below are for estimating purposes only and are not a guarantee of work.

DELIVERY REQUIREMENTS

Order shall be shipped within three (3) working days from date of order and completed within seven (7) working days from the date of the order. Deliveries will not be accepted outside of agreed upon hours.

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

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

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

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

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

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

The Contractor shall notify the Division of Transportation and any participating Township/Municipality of the trucking firm that will be delivering the salt, as well as a contact name, address and phone number of said trucking firm. The Contractor shall supply the same information for the terminal location, as well.

The Contractor and/or carrier shall call to schedule deliveries 24-48 hours in advance.

Deliveries shall not be made without an authorized representative from the participating Township/Municipality present at time of dumping. The contractor shall provide copies of their weight tickets at the time of delivery, and all tickets shall be signed by an authorized representative.

All delivery responsibility shall fall upon the Awarded Contractor. It shall be their responsibility to accept order releases and communicate order information to the designated trucking firms and terminals. Failure to meet any of the above requirements by the delivery company is the sole responsibility of the Awarded Contractor.

Group 1: Deliveries shall be made Monday through Friday excluding weekends and holidays between the hours listed below. Arrangements can be made for after-hours and weekend deliveries to maintain a prompt order delivery schedule.

- 140 N. County Farm Road, Wheaton IL 6:00 a.m. – 2:30 p.m.
- 7900 S. Rt 53, Woodridge IL 7:00 a.m. – 2:30 p.m.
- 7245 Janes Avenue, Woodridge IL 60517 - Delivery hours to be determined.

Group 2: Delivery conditions and hours shall be agreed upon by the contractor and the participating Township/Municipality post-award of contract.

INVOICING

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

Invoices shall reconcile with submitted weight tickets and include delivery date, order#, shipped quantities and shall match delivery tickets.

LIQUIDATED DAMAGES

From December 1 through April 30, if the Contractor is unable to make delivery within seven (7) business days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 p.m. on any business day (Monday through Friday, except holidays) would be considered as the first business day of the seven (7) day delivery period. For orders placed after 12:00 p.m. on a given day, the following day would be considered the first business day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage. Business days are defined as Monday through Friday, excluding holidays.

ORDERING

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

Group 2 - 500 ton minimum shall be waived. Individual releases will be placed with the terminal.

QUANTITIES

Standard Delivery: Each Township/Municipality has included a quantity which is an estimate only, for Standard Delivery. Contractors shall provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). Each Township/Municipality agrees to purchase at least 80% of the quantity shown. If each Township/Municipality does not utilize or order the 80%, they will pay for the 80% and it will be stored at the terminal for delivery at a date that shall be mutually agreed upon between the customer and the vendor. This will be handled at no additional charge.

Early Delivery: Quantities identified as Early delivery are required to be delivered by November 30th. Bidders are required to provide a unit price for this 100% guaranteed delivery.

GROUP 2 TOWNSHIP/MUNICIPALITY LIST AND QUANTITIES

The following is a list of Group 2 Townships/Municipalities, along with their estimated quantities for Groups 2A, 2B, and 2C.

Group 2A: Confirmed Quantities – Delivery is no later than 11/30/2023.

Group 2B: 80-130% Estimated Quantities – Standard Delivery

Group 2C: 80-130% Estimated Quantities – Standard Delivery

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	700	0
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101- 4331	1491 W Jeffrey Drive Addison, IL 60101- 4331	TON	0	2,200	0
Aurora, City of	44 E. Downer Place Aurora, IL 60507	<u>Site 1:</u> City of Aurora Central Garage 720 N. Broadway Aurora, IL 60505 <u>Site 2:</u> 2112 Montgomery Rd Aurora, IL 60504	TON	0	7,500	0
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	<u>Site 1:</u> 1150 Bittersweet Drie Bartlett, IL 60103 <u>Site 2:</u> 315 E. Devon Ave. Bartlett, IL 60103	TON	0	600	0
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St Bensenville, IL 60106	TON	0	600	0
Bloomington Township	6N030 Rosedale Ave. Bloomington, IL 60108	6N030 Rosedale Ave. Bloomington, IL 60108	TON	0	1,500	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
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Bloomingtondale, Village of	201 S. Bloomingtondale Rd Bloomingtondale, IL 60108	305 Glen Ellyn Road Bloomingtondale, IL 60108	TON	0	1,300	0
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	1,700	0
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	600	0
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	0	700	300
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200	0
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	4,000	0	0
DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120	0
Elmhurst, City of	209 N York St, Elmhurst, IL 60126	985 S Riverside Dr, Elmhurst, IL 60126	TON	0	2,500	0
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,700	0
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	600	0
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200	0
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	800	0
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,200	0
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	3,200	0
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,200	0
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400	0
Naperville, City of	180 Fort Hill Drive, Naperville, IL 60540	<u>Site 1:</u> 180 Fort Hill Drive, Naperville, IL 60540 <u>Site 2:</u> 3816 Plainfield/Naperville Rd Naperville	TON	0	6,000	0
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	500	0
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	2,000	3,000	0
Villa Park, Village of	20 S. Ardmore Ave Villa Park, IL	729 N. Ardmore Ave Villa Park, IL 60181	TON	0	600	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300	0
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	300	0
West Chicago, City of	475 Main St. West Chicago, IL 60185	<u>Site 1:</u> 135 W. Grandlake Blvd. West Chicago, IL <u>Site 2:</u> 60185 or 1350 W. Hawthorne Lane West Chicago, IL 60185	TON	0	2,000	0
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800	0
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	2,000	0
Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	0	900	300
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	500	0
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	600	0
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800	0

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 OR 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	1,700	0
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000	0
TOTAL TONS				6,000	55,320	600

LOCATION	BILL TO	SHIP TO	UOM	EARLY BUY Group 2A	STANDARD BUY Group 2B	TREATED SALT Group 2C
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 OR 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	1,700	0
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000	0
TOTAL TONS				6,000	55,320	600

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

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

STOCKING REQUIREMENTS

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

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

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

DELIVERY LOCATION	DELIVERY DATE	DELIVERY TICKET NUMBER	QUANTITY (TONS)	UNIT PRICE	EXTENSION
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

These reports are to be forwarded to:	DuPage County Division of Transportation Roula Eikosidekas Roula.Eikosidekas@dupageco.org
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PRICING

The contractor shall provide a unit price per ton.

PERFORMANCE AND PAYMENT BONDS

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents.

The Contractor shall within 15 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

All goods shall be shipped F.O.B. Destination.

SECTION 7 - BID FORM PRICING REVISION #2

GROUP 1- DUPAGE COUNTY

All Product shall be shipped F.O.B. Destination to 140 N. County Farm Road, Wheaton, IL 60187, or 7900 S. Rt. 53, Woodridge, IL 60517, or 7245 Janes Avenue, Woodridge IL 60517.

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

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	BULK ROCK SALT	TON	17,000	\$ 78.31	\$ 1,331,270.00
GRAND TOTAL GROUP 1 (In words) One Million, Three Hundred Thirty One Thousand and Two Hundred and Seventy Dollars.					

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

\$ 83.31 PER TON

SHIPPING AND BILLING INFORMATION FOR GROUP 1:

BILL TO ADDRESS:	SHIP TO ADDRESS:
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Division of Transportation Attn: Jason Walsh 140 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6925 Jason.Walsh@dupageco.org
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	DuPage County Public Works Attn: Jason Walsh 7900 S. Rt. 53 Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org
DuPage County Division of Transportation Attn: Kathy Black 421 North County Farm Road Wheaton, IL 60187 TX: (630) 407-6892 DOTFinance@dupageco.org	Village of Woodridge Public Works Attn: Jason Walsh 7425 Janes Avenue Woodridge, IL 60517 TX: (630) 407-6925 Jason.Walsh@dupageco.org

GROUP 2 – TOWNSHIPS/MUNICIPALITIES

Product shall be shipped F.O.B. Destination to the locations listed. Each Township/Municipality will make an independent determination on which contractor it will enter into an agreement with.

GROUP 2A – EARLY DELIVERY – 100% Confirmed quantities. Delivery by November 30th. See table below for list of participating Townships/Municipalities along with delivery locations and estimated quantities.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	BULK ROCK SALT	TON	6,000	\$ 78.31	\$ 469,860.00
GRAND TOTAL GROUP 2A (In words) Four Hundred Sixty-Nine Thousand, Eight Hundred and Sixty Dollars.					

GROUP 2B – STANDARD DELIVERY – See Statement of Work for list of participating Township/Municipalities along with delivery locations and estimated quantities.

NO.	ITEM	UOM	QTY	PRICE	EXTENDED PRICE
1	BULK ROCK SALT	TON	55,320	\$ 78.31	\$ 4,332,109.20
GRAND TOTAL GROUP 2B (In words) Four Million, Three Hundred Thirty Two Thousand and One Hundred Nine Dollars and Twenty Cents					

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

\$ 83.31 PER TON

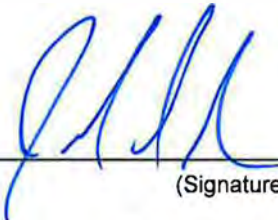
GROUP 2C – BULK TREATED SALT – 100% confirmed quantities. Treated salt is an optional purchase. Please provide name, active deicing chemicals, and unit pricing for bulk treated rock salt products. Additional product documentation or promotional material should be included with bid submittal.

Total estimated annual quantities between all participating Townships/Municipalities is 600 tons.

PRODUCT NAME	ACTIVE DEICING CHEMICALS	UOM	QTY	UNIT PRICING
ThawRox	Sodium Chloride, Magnesium Chloride and or Calcium Chloride. See SDS included in Bid Packet	TON	1	\$ 98.31
		TON	1	\$
		TON	1	\$
		TON	1	\$

SECTION 8 - BID FORM SIGNATURE PAGE

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

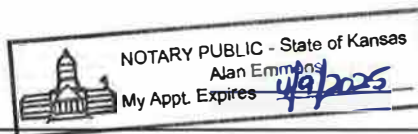
X  _____
- Director US Highway Sales
(Signature and Title)

CORPORATE SEAL
(If available)

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

Subscribed and sworn to before me this 27th day of April AD, 20 23

 _____
(Notary Public) My Commission Expires: 4/9/2025



SEAL

**SECTION 9 - MANDATORY FORM
BULK ROCK SALT 23-057-DOT**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder	Compass Minerals America Inc.		
Main Business Address	9900 W. 109th St.		
City, State, Zip Code	Overland Park, KS 66210		
Telephone Number	800-323-1641	Email Address	highwaygroup@compassminerals.com
Bid Contact Person	Sean Lierz, Sr. Manager Highway Sales		

The undersigned certifies that he is:

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

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

<u>Kevin S. Crutchfield, President and CEO</u> (President or Partner)	<u>Jon Schnieders, Vice President Highway and Chemical</u> (Vice-President or Partner)
<u>Mary L. Frontczak - Corporate Secretary</u> (Secretary or Partner)	<u>James Vanderwel - Treasurer</u> (Treasurer or Partner)

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

Addenda No. 1, 2, _____, and _____ issued thereto.

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION INFORMATION:

CORRESPONDENCE TO CONTRACTOR:		REMIT TO CONTRACTOR:	
NAME	Compass Minerals America Inc.	NAME	Compass Minerals America Inc.
CONTACT	Sean Lierz	CONTACT	Chantal Tedesco
ADDRESS	9900 W. 109th St.	ADDRESS	PO Box 277043
CITY ST ZIP	Overland Park, KS 66210	CITY ST ZIP	Atlanta, GA 30384
TX	800-323-1641 option 2	TX	913-344-9284
FX	913-338-7945	FX	913-338-7945
EMAIL	highwaygroup@compassminerals.com	EMAIL	pinnellc@compassminerals.com

ALL MATERIALS MUST BE BID AND SHIPPED F.O.B. DESTINATION, DELIVERED.

(FREIGHT INCLUDED IN PRICE)

REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

1. IRS FORM W-9

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

2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

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

3. JOINT PURCHASING AGREEMENT

This form can be found attached.

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Compass Minerals America Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

9900 West 109th St., Suite 100

6 City, state, and ZIP code

Overland Park, KS 66210

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

4 8 - 1 0 4 7 6 3 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Mary Wells

Date ► January 18, 2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

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

Date: 4/27/2023

Bid/Contract/PO #: Bulk Road Salt 23-057-DOT

Company Name: <u>Compass Minerals America Inc.</u>	Company Contact: <u>Sean Lierz</u>
Contact Phone: <u>800-323-1641</u>	Contact Email: <u>highwaygroup@compassminerals.com</u>

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

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

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

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

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
<u>Sean Lierz, Sr. Manager Highway Sales</u>	<u>800-323-1641 Option 2</u>	<u>highwaygroup@compassminerals.com</u>
<u>Joel Gerdes, Director US Highway Sales</u>	<u>800-323-1641 Option 2</u>	<u>highwaygroup@compassminerals.com</u>
<u>Brenda Blunt, Customer Experience Specialist Tier 4</u>	<u>800-323-1641 Option 1</u>	<u>highwaygroup@compassminerals.com</u>

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

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

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

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

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

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

Authorized Signature

Printed Name

Title

Date

Joel Gerdes

Director US Highway Sales

4/27/2023

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

JOINT PURCHASING:

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

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

YES _____ NO x _____

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

 N/A

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

SECTION 10 - REFERENCES

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

COMPANY NAME:	IL DOT District 1
ADDRESS:	201 W. Center Court
	Schaumburg, IL 60196
CONTACT PERSON:	Olga Verduzco
TELEPHONE NUMBER:	847-705-4535

COMPANY NAME:	Illinois Tollway
ADDRESS:	PO Box 3094
	Attn: Contract Admin
	Lisle, IL 60532
CONTACT PERSON:	Kevin Ganzer
TELEPHONE NUMBER:	630-241-6800 ext 4967

COMPANY NAME:	McHenry CHD
ADDRESS:	16111 Nelson Road
	Woodstock, IL 60098
CONTACT PERSON:	Ed Markison
TELEPHONE NUMBER:	815-334-7943

SAMPLE

**SECTION 11 - SAMPLE CONTRACT AGREEMENT
CONTRACT ~~XX-XXX-XXX~~ BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE**

THIS AGREEMENT is entered into this _____ day of _____, 2023, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and _____, licensed to do business in the State of Illinois, located at _____, _____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in Bid ~~XX-XXX-XXX~~ for its Department of _____, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187; and

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

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

1.0 CONTRACT DOCUMENTS

- 1.1 This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:
 - 1.1.a Project Information
 - 1.1.b Instructions to Bidders
 - 1.1.c General Conditions
 - 1.1.d Special Conditions
 - 1.1.e Insurance/Bonding Requirements and Certificates
 - 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing)
 - 1.1.g Specifications (including any addenda, interpretations and approved exceptions)
 - 1.1.h Exhibits
 - 1.1.i County Purchase Order
- 1.2 All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.
- 1.3 In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

- 2.1 Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a ____ year period beginning on XX/XX/XXXX and continuing through XX/XX/XXXX.
- 2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.

3.0 TERMINATION

- 3.1 Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.
- 3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.
- 3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 **BID PRICES AND PAYMENT**

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 **AMENDMENTS**

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 **CONTRACT ENFORCEMENT – ATTORNEY'S FEES**

- 6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 **SEVERABILITY CLAUSE**

- 7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 **GOVERNING LAW**

- 8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 **ENTIRE AGREEMENT**

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

CONTRACTOR

By: _____

SIGNATURE

Mary Catherine Wells

PRINTED NAME

Acting Chief Procurement Officer

PRINTED TITLE

DATE

SAMPLE CONTRACT – DO NOT SIGN
By: _____

SIGNATURE

PRINTED NAME

PRINTED TITLE

DATE

SECTION 12 - OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

INVITATION #: 23-057-DOT
DESCRIPTION: BULK ROCK SALT
OPENING DATE: 04/28/2023 Extended to 5/1/2023 per addenda
OPENING TIME: 02:30 P.M.
COMPANY NAME: Compass Minerals America Inc.

DATED MATERIAL - DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL TO THE OUTERMOST ENVELOPE
OF YOUR PROPOSAL TO ENSURE PROPER DELIVERY!



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

COMPASS MINERALS AMERICA INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 30, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of APRIL A.D. 2023 .

SECRETARY OF STATE

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.


AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1573508

DATE: 07-28-14

**STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF SECOND AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "**FIRST**" so that, as amended, such Article shall be and read as follows:

FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28th day of July, 2014.

By: 

Rodney L. Underdown
Chief Financial Officer and Secretary

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE MEMBER
OF THE BOARD OF DIRECTORS
OF
COMPASS MINERALS AMERICA INC.**

April 17, 2023

The undersigned, being the sole member of the board of directors (the "Board") of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consents in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield	President and CEO
Lorin Crenshaw	Chief Financial Officer
Teresa D. Cook	Chief Accounting Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
James D. Standen	Chief Commercial Officer
James A. Vanderwel	Treasurer
Jon Schnieders	Vice President, Salt
Bill Crooks	Director, Customer Service
Joel Gerdes	Director, U.S. Highway Sales
Ryan Royer	National Sales Manager
Greg Traen	National Sales Manager
Sean Lierz	Highway Sales Senior Manager
Harrison Green	Highway Sales Manager
Jason Fritz	Highway Sales Manager
Amanda Heady	Highway Sales Manager
Tess Virden	Sales Manager

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

The undersigned has caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means.


Lorin Crenshaw

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Compass Minerals America Inc.

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

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

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

9900 West 109th St., Suite 100

6 City, state, and ZIP code

Overland Park, KS 66210

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - _____

or

Employer identification number

4 8 - 1 0 4 7 6 3 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Mary Wells

Date ► **January 18, 2023**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



CREDIT INFORMATION

FIRM NAME:	Compass Minerals America Inc.	PHONE:	(913) 344-9100
PRINCIPAL ADDRESS:	9900 W. 109 th St., Suite 100 Overland Park, Kansas 66210	FEDERAL ID CODE:	48-1047632
MAILING ADDRESS:	Same	DATE INCORPORATED:	01/21/88
OTHER LOCATIONS:	Chicago, IL; Duluth, MN; Ogden, UT; Lyons, KS; Cote Blanche, LA; Buffalo, NY	DATE STARTED:	1917
		TYPE OF BUSINESS:	Manufacturing

OFFICERS:

Kevin S. Crutchfield	President and CEO
Lorin Crenshaw	Chief Financial Officer
James D. Standen	Chief Commercial Officer
George J. Schuller, Jr.	Chief Operations Officer
Mary L. Frontczak	Chief Legal and Administrative Officer and Corporate Secretary
James A. Vanderwel	Treasurer
Gary R. Gose	Vice President, Tax and Assistant Secretary

TRADE REFERENCES:

Wheeler Machinery Co.
4901 W 2100 S
West Valley City, UT 84120
account-coordinators@wheelercat.com
801-978-1850 (fax)

H&E Equipment LLC
7500 Pecue Lane
Baton Rouge, LA 70809
225-756-3602
225-756-3621 (fax) attn. Teresa
tlalonde@he-equipment.com

Prince Agri Products
Contact: Kathy Irvin
229 Radio Road
Quincy, IL 62305
(217) 592-1332
(217) 223-2808 (fax)

Salerno Packaging Inc.
c/o Inteplast Credit
9 Peach Tree Hill Road
Livingston NJ 07039
973-740-8205 (Fax)

BANK REFERENCES:

JP Morgan Chase
One Chase Plaza, 7th Floor
New York, NY 10005

Account No.: 581776991
Contact: Credit Reference Group
Tel: (817) 399-7201
Fax: (817) 345-3794 or 3795

RESALE / EXEMPTION STATUS:

Exemption certificates provided upon request for items which are incorporated as an ingredient or component part of other tangible personal property to be produced for ultimate sale at retail by manufacturing, processing or fabricating.

Product Data Sheet

Production Location

Cote Blanche, Louisiana-USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size.
- No more than 30% of product passes 30-mesh screen

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - (72 lbs/ft³)

Admixture

Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

Chemical Analysis

Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO ₄	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl ₂	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl ₂	(%)	0.01	0 - 0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 5535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO ₄	(%)	9265	2371 - 12273
Moisture	H ₂ O	(%)	0.19	0 - 1

Typical Screen Data

U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	100
1/2	1/2	0.5	99.6	98.1 - 100
0.375	0.375	0.375	95.3	87 - 100
4	4	0.1870	73.4	40 - 100
8	8	0.0937	42.2	5 - 80
16	14	0.0464	19.2	0 - 40
30	28	0.0234	8.5	0 - 20

Average particle size 0.162 inches (5.11 mesh)

Packaging

Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 67568-76080 7	7608	613624

Product Data Sheet



9900 West 109th Street – Suite 100
Overland Park, Kansas 66210
Phone 800-755-7258 Fax 800-359-7258

DE-ICING ROCK SALT

PRODUCTION LOCATION

Goderich, Ontario

PRODUCT DESCRIPTION

Rock salt obtained by conventional mining methods, crushed, and screened to size.

Chemical Analysis (99.7% Confidence)			Typical	Range
Sodium Chloride	NaCl	(%)	97.84	96 - 99
Calcium Sulphate	CaSO ₄	(%)	1.57	0.39 - 3
Magnesium Chloride	MgCl ₂	(%)	0.03	0 - 0.06
Moisture		(%)	0.12	0.00 - 0.30
Water Insolubles		(%)	0.22	0.09 - 0.36
Calcium	Ca	ppm	4452	2126 - 6778
Magnesium	Mg	ppm	69	1 - 161
Sulphate	SO ₄	ppm	10670	5096 - 16244

TYPICAL SCREEN ANALYSIS

Retained and Cumulative (99.7% Confidence)

USS Mesh	Tyler Mesh	Open. (in.)	Ret. %	Range %	Cum %	Range %
0.500	0.500	0.500	0.3	0 - 2	0.3	0 - 2
3/8	0.371	0.374	4.0	0 - 8	4.3	0 - 9
4	4	0.187	25.8	17 - 34	30.1	19 - 41
8	8	0.0937	29.7	23 - 35	59.8	50 - 70
16	14	0.0464	18.8	14 - 24	78.6	72 - 85
30	28	0.0236	10.4	0 - 3	89.01	85 - 93
Pan	Pan		10.9	6 - 15	100.0	

Average Particle Size 0.013 inches (6.37 mesh)

ADMIXTURE

Yellow Prussiate of Soda (YPS) added - If requested by customer

METHOD OF ANALYSIS

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Sifto Canada's internal quality control procedures, which are available upon request.

PHYSICAL PROPERTIES

Bulk Density 1220 kg/m³ (76 lbs/ft³)

Product Description and Codes	UPC code	Product Code
Bulk		6615

1. Identification

Product identifier	Sodium Chloride
Other means of identification	
Synonyms	Sifto Water Care Products, Sifto Safe Step Extreme, Safe Step 3500 Max-Blend, American Backwoods Animal Nutrition Products, American Stockman Animal Nutrition Products, Aspen, Aspen Blue, Sifto Canadian Stockman Animal Nutrition products, Commercial bulk rock salt, IceAway Turbo Plus, Safe Step Pro Series Econo Blend Blue 370, IceAway Rock Salt, IceAway Turbo, IceAway Turbo Blue, MaxiFonte, Natural Salt water care, Sun Soft Water Care Products, ProSoft water care products, QwikSalt, Safe Step 3300 Rock Salt, Safe Step 4300 Dual Blend, Safe Step 4300 Dual Blend Blue, Safe Step 6300 Enviro- Blend, Safe Step Pro Series 550, Safe Step Pro Series 570, Industrial Purity Industrial Products, Safe Step Pro Series 960 Choice Formula, Safe Step Sure Paws, Salt brine, Sifto Salt, Sifto Safe Step Enviro-Guard, Sifto Safe Step Ice Salt, Sifto Safe Step Sure Paws, SureSoft water care products, Thawrox Treated salt, Winter Storm, Winter Storm Blue, DriRox
Recommended use	De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Compass Minerals America Inc.
Address	9900 West 109th Street, Suite 100 Overland Park KS 66210 United States
Telephone	913-344-9200
Website	http://www.compassminerals.com/
E-mail	techservicesrequests@compassminerals.com
Supplier	Compass Minerals Canada Corp 6700 Century Avenue Mississauga L5N 6A4 CA Phone: 1-905-567-0231
CHEMTREC	1-800-424-9300
CANUTEC	1-613-996-6666

2. Hazard identification

Physical hazards	Not classified.
Health hazards	Not classified.
Environmental hazards	Not classified.
WHMIS 2015 defined hazards	Not classified
Label elements	
Hazard symbol	None.
Signal word	None.
Hazard statement	The product and/or mixture does not meet the criteria for classification.
Precautionary statement	
Prevention	Observe good industrial hygiene practices.
Response	Wash hands after handling.
Storage	Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)
Disposal	Dispose of waste and residues in accordance with local authority requirements.
WHMIS 2015: Health Hazard(s) not otherwise classified (HHNOC)	None known

WHMIS 2015: Physical Hazard(s) not otherwise classified (PHNOC)	None known
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	Not applicable.

3. Composition/Information on ingredients

Mixture

Ingredients not identified are non-hazardous by GHS criteria.

Composition comments Non-hazardous by WHMIS/OSHA criteria

4. First-aid measures

Inhalation	Avoid breathing dust. If symptoms develop move victim to fresh air. If symptoms persist, obtain medical attention.
Skin contact	Rinse skin with water/shower. Get medical attention if irritation develops and persists.
Eye contact	Rinse with water. Get medical attention if irritation develops and persists.
Ingestion	Rinse mouth. If ingestion of a large amount does occur, seek medical attention.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.

5. Fire-fighting measures

Suitable extinguishing media	Salt and salt mixtures are non-combustible.
Unsuitable extinguishing media	Not applicable.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Use appropriate firefighting PPE as a general precaution.
Fire-fighting equipment/instructions	Salt is not combustible and thus is not the material of concern for firefighting equipment or methods.
Specific methods	In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.
General fire hazards	No unusual fire or explosion hazards noted.
Hazardous combustion products	May include and are not limited to: Oxides of sodium.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Wear appropriate protective equipment and clothing during clean-up. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Before attempting clean up, refer to hazard data given above. Use broom or dry vacuum to collect material for proper disposal without raising dust. Rinse area with water. Prevent large spills from entering sewers or waterways. Contact emergency services and supplier for advice. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid direct release into waterways and sewers.

7. Handling and storage

Precautions for safe handling	Avoid contact with eyes and skin. Avoid breathing dust. When using, do not eat, drink or smoke.
Conditions for safe storage, including any incompatibilities	Keep container tightly closed in a cool, dry and well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/Personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL, 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Safety glasses if eye contact is possible.

Skin protection**Hand protection**

Rubber gloves. Confirm with a reputable supplier first.

Other

Wear suitable protective clothing.

Respiratory protection

No personal respiratory protective equipment normally required.

Thermal hazards

Not applicable.

General hygiene considerations

Handle in accordance with good industrial hygiene and safety practice. Wash hands before breaks and immediately after handling the product. When using, do not eat, drink or smoke.

9. Physical and chemical properties

Appearance	Crystalline.
Physical state	Solid.
Form	Solid.
Color	Varies
Odor	Odorless
Odor threshold	Not applicable
pH	6 - 8 (Neutral)
Melting point/freezing point	Not applicable
Initial boiling point and boiling range	Not applicable
Pour point	Not applicable
Specific gravity	Not applicable
Partition coefficient (n-octanol/water)	Not applicable
Flash point	Not applicable
Evaporation rate	Not applicable
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not applicable
Flammability limit - upper (%)	Not applicable
Explosive limit - lower (%)	Not applicable
Explosive limit - upper (%)	Not applicable
Vapor pressure	Not applicable
Vapor density	Not applicable
Relative density	Not applicable
Solubility(ies)	Not available.
Auto-ignition temperature	Not applicable
Decomposition temperature	Not applicable
Viscosity	Not applicable

10. Stability and reactivity

Reactivity	May react with incompatible materials.
Possibility of hazardous reactions	Hazardous polymerization does not occur.

Chemical stability	Material is stable under normal conditions.
Conditions to avoid	Contact with incompatible materials, i.e strong oxidizing agents.
Incompatible materials	Acids. Strong oxidizing agents.
Hazardous decomposition products	May include and are not limited to: Oxides of sodium.

11. Toxicological information

Information on likely routes of exposure

Ingestion	May cause stomach distress, nausea or vomiting.
Inhalation	No adverse effects due to inhalation are expected.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity	Not classified.
Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Exposure minutes	Not available.
Erythema value	Not available.
Oedema value	Not available.
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.
Corneal opacity value	Not available.
Iris lesion value	Not available.
Conjunctival reddening value	Not available.
Conjunctival oedema value	Not available.
Recover days	Not available.

Respiratory or skin sensitization

Respiratory sensitization	Not available.
Skin sensitization	This product is not expected to cause skin sensitization.

Mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP or OSHA.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Teratogenicity	Not classified.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not classified.
Chronic effects	Not classified.

12. Ecological information

Ecotoxicity	Not available.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Mobility in general	Not available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.
------------------------------	--

Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

Transport of Dangerous Goods (TDG) Proof of Classification	Classification Method: Classified as per Part 2, Sections 2.1 – 2.8 of the Transportation of Dangerous Goods Regulations. If applicable, the technical name and the classification of the product will appear below.
U.S. Department of Transportation (DOT)	Not regulated as dangerous goods.
Transportation of Dangerous Goods (TDG - Canada)	Not regulated as dangerous goods.

15. Regulatory information

Canadian federal regulations	This product has been classified in accordance with the hazard criteria of the HPR and the SDS contains all the information required by the HPR.	
Export Control List (CEPA 1999, Schedule 3)	Not listed.	
Greenhouse Gases	Not listed.	
Precursor Control Regulations	Not regulated.	
WHMIS 2015 Exemptions	Not controlled	
US federal regulations	This product is NOT known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.	
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	Not regulated.	
CERCLA Hazardous Substance List (40 CFR 302.4)	Not listed.	
SARA 304 Emergency release notification	Not regulated.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1052)	Not listed.	
Superfund Amendments and Reauthorization Act of 1986 (SARA)		
SARA 302 Extremely hazardous substance	No	
SARA 311/312 Hazardous chemical	No	
SARA 313 (TRI reporting)	Not regulated.	
Other federal regulations		
Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List	Not regulated.	
Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)	Not regulated.	
US state regulations	See below	
US. California Proposition 65	California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.	

Inventory status

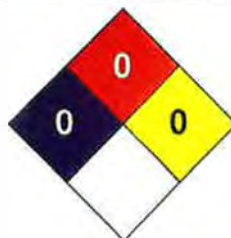
Country(s) or region	Inventory name	On inventory (yes/no)*
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

16. Other information

LEGEND	
Severe	4
Serious	3
Moderate	2
Slight	1
Minimal	0

HEALTH	/ 0
FLAMMABILITY	0
PHYSICAL HAZARD	0
PERSONAL PROTECTION	X



Disclaimer

Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date

16-August-2021

Version

03

Effective date

16-August-2021

Prepared by

Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Further information

Not available.

Other information

For an updated SDS, please contact the supplier/manufacturer listed on the first page of the document.

RESOLUTION NO. _____

**A RESOLUTION FOR THE REQUIRED BALANCE PURCHASE OF THE 22/23 ROCK
SALT CONTRACT AGREEMENT WITH MORTON SALT, INC.
IN AN AMOUNT NOT TO EXCEED \$58,807.00**

**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 does hereby authorize the required balance purchase of the 2022/23 rock salt contract agreement with Morton Salt, Inc. in an amount not to exceed \$58,807.00.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 2nd day of October 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS** this 2nd day of October 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2023/24 Rock Salt Agreement.

RESOLUTION

BACKGROUND/HISTORY

The Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. The School District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The School District has estimated that they will require approximately 8 tons for the winter season. The City of Darien would be reimbursed by the School District at a unit cost of \$78.31 per ton for a total amount of approximately \$626.48 pending final quantities. The proposed salt quantities will not have any impact to the City's contract with the supplier.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends signing the Intergovernmental Agreement.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN
AND CENTER CASS SCHOOL DISTRICT #66 FOR ROCK SALT**

WHEREAS, under the Constitution and Statutes of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and Center Cass School District #66 concerning the purchase of rock salt, a copy of which is attached hereto as “[Exhibit A](#),” and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Center Cass School District #66 Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 2nd day of October 2023.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 2nd day of October 2023.**

ATTEST:

JOSEPH MARCHESE, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this ____ day of ____, 2023, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and Center Cass School District #66, an Illinois municipal corporation, (hereinafter the “School District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City desires to assist the School District by allowing the School District to purchase rock salt from the Public Works facility for an estimated cost of \$626.48 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2024 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:
 - a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for District 66:

Center Cass School District #66
699 Plainfield Road
Downers Grove, Illinois 60516
Attn: Superintendent

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this ____ day of _____, 2023.

CITY OF DARIEN

BY: _____
Joseph Marchese, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

CENTER CASS SCHOOL DISTRICT #66

BY: _____
Superintendent, Center Cass School
District #66

ATTEST: _____
Secretary, School District

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2023/24 Rock Salt Agreement.

RESOLUTION

BACKGROUND/HISTORY

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. The Park District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The Park District has estimated that they will require approximately 40 tons for the winter season. The City of Darien would be reimbursed by the Park District at a unit cost of \$78.31 per ton for a total amount of approximately \$3,132.40 pending final quantities.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends signing the Intergovernmental Agreement.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT FOR ROCK SALT

WHEREAS, under the Constitution and Statutes of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the Darien Park District concerning the purchase of rock salt, a copy of which is attached hereto as “[Exhibit A](#),” and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 2nd day of October 2023.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS**, this 2nd day of October 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT
FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this _____ day of _____, 2023, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and the Darien Park District, an Illinois municipal corporation, (hereinafter the “District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City desires to assist the District by allowing the District to purchase rock salt from the Public Works facility for an estimated cost of \$3,132.40 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2024 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

- a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

- b. If intended for the Park District:

Darien Park District
7301 Fairview Avenue
Darien, Illinois 60561
Attn: Stephanie Gurgone

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this _____ day of _____, 2023.

CITY OF DARIEN

BY: _____
Joseph Marchese, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

DARIEN PARK DISTRICT

BY: _____
Stephanie Gurgone, Executive Director
Darien Park District

ATTEST: _____
Secretary, Park District

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

A [resolution](#) authorizing Public Works Project FYE24-24376REGE for the storm water improvements for the Regency Drive Project total in an amount not to exceed \$371,000.

AND

Approval of a [resolution](#) authorizing the Mayor and City Clerk to enter into a contract with J. Congdon Sewer and Water for the installation of storm sewer pipe and related structures for the Regency Grove Project, inclusive of the total project cost, at the submitted unit prices in an amount of \$96,750 pending final field quantities.

AND

A motion authorizing a contingency, inclusive of the total project cost, in the amount of \$25,000 for unidentified infrastructure conflicts, residential side yard landscaping treatment and engineering.

BACKGROUND

Existing conditions during significant rain events causes roadway flooding to portions of Regency Grove Drive and more specifically at Adams, thus hampering the ability for motorists to safely drive through. The scope of the work includes limited storm sewer removal and adding storm sewer infrastructure to significantly to reduce flooding within the roadways. While there has been no reports of private property structure damage, a residual amount of debris does deposit onto properties and Municipal Services has been engaged with miscellaneous debris cleanup. The roadway flooding typically lasts from 15 to 45 minutes pending the rain event. An evaluation was completed by Christopher B. Burke Engineering for ponding concerns during intense rain events and is referred to as the Regency Grove Drive Project, see attached memo labeled as [Attachment A](#).

The storm sewer system drains land from the west half of the subdivision, as well as both Adams Street and Pine Parkway north to Plainfield Road. This is an area of approximately 15 acres, and the off-site areas may not have been considered in the original storm sewer design of the subdivision. To assist in alleviating the concern an additional storm sewer would be constructed along Regency Grove Drive easterly, then through a side yard where there is a Public Utility and Drainage Easement to the existing detention basin.

The estimated project cost is \$371,000, see sheet labeled as [Attachment B](#), Cost Summary.
The scope of work includes:

Installation of an 18-inch Storm sewer pipe within the roadway-see aerial sheet labeled as [Attachment C](#)

Purchase and installation of curb inlets and manholes
Removal and replacement of curb and gutter and sidewalk
Retaining Wall-Extent of work to be determined upon final grade within the rear yard easement of
7833-7837 Regency Grove Drive
Fence Restoration
Pavement Restoration
Landscape Restoration
Engineering As-Built Drawings-Field review(s)

Due to the scope of the pipe installation, Staff had solicited for sealed bids to install the storm sewer pipe and required structures. On September 13, 2023, Staff had read aloud four (4) bids. Please note a mathematical error was identified on the lowest bidder's submission. See Regency Drive Bid Tally labeled as [Attachment D](#). The lowest responsive bidder was J. Congdon Sewer and Water. References were verified with positive responses.

The work will also include services and materials from City Council FY23-24 awarded vendors. Staff has further included a \$25,000 contingency for the following
Unidentified underground infrastructure conflicts
Retaining wall, bush/tree replacement at side yard s of 7833-7837 Regency Grove Drive
Engineering-Plans/As Builts to satisfy DuPage County Grant requirements

All pricing for the project has been estimated through the attached cost summary. See [Attachment B](#).

Please note the City of Darien was a recipient of the American Rescue Plan Act Grant, administrated through the County of DuPage, through an Intergovernmental Agreement. See attached memo labeled as [Attachment E](#). The grant match amount is for 50% of the final project cost or a maximum \$190,000 based on the original project cost of \$380,000.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE REINBURSEMENT	BALANCE
25-35-4376	*CAPITAL STORM WATER PROJECTS FYE24-24376REGE	\$ 384,000	\$ 371,000	\$ 13,000
	*IGA DPC REINBURSEMENT BASED ON 50%		\$ 185,500	\$ 198,500

***Pending Final Quantities**

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the following:

A resolution authorizing Public Works Project FYE24-24376REGE for the storm water

improvements for the Regency Drive Project total in an amount not to exceed \$371,000
AND

Approval of a resolution authorizing the Mayor to enter into a contract with J. Congdon Sewer and Water for the installation of storm sewer pipe and related structures for the Regency Grove Project, inclusive of the total project cost, at the submitted unit prices in an amount of \$96,750 pending final field quantities

AND

A motion authorizing a contingency, inclusive of the total project cost, in the amount of \$25,000 for unidentified infrastructure conflicts, residential side yard landscaping treatment and engineering.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal approval.

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

November 8, 2021

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac

Subject: Regency Grove Drainage
(CBBEL Project No. 950323.H239)

Dear Dan:

As requested, we have evaluated the street ponding which occurs during heavy rain at the intersection of Regency Grove and Adams. As you know, this area is located in the Regency Grove subdivision which was recorded in 1978. The storm sewer system drains land from the west half of the subdivision, as well as both Adams Street and Pine Parkway north to Plainfield Road. This is an area of approximately 15 acres, and the off-site areas may not have been considered in the original storm sewer design of the subdivision. Based on the topography of the subdivision, it is our opinion that it is not practical to establish an overland flow route from this intersection to the detention basin, which is at the east end of the subdivision adjacent to Cass Avenue. Therefore, an additional storm sewer constructed along Regency Grove Drive easterly, then through a side yard where there is a Public Utility and Drainage Easement to the detention basin is the only practical means to convey excess stormwater out of the subject intersection. This is a length of approximately 1000 feet. Our preliminary opinion of cost for final engineering and to construct an 18 inch storm sewer, as described above, is approximately \$330,000 to \$350,000.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Daniel Lynch', is written over a light blue circular background.

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

Project Narrative

The proposed City of Darien Regency Grove Drainage Improvement Project consists of installing new storm sewer from the intersection Regency Grove Drive and Adams Street approximately 1000 feet east to the subdivision detention basin. The purpose of the project is to relieve surface flooding in the intersection and adjacent yards. Current street and yard flooding interrupts residents from leaving or arriving at their homes and inundates their yards. There is also the potential to impede the movement of emergencies from serving the neighborhood.





Project Budget

The proposed City of Darien Regency Grove Storm Sewer Project is estimated to cost approximately \$380,000 for completion of the project. The project includes approximately 1000 feet of new storm sewer to convey excess storm water from the intersection of Regency Grove Drive and Adams Street to the subdivision detention basin to the east.



JOB LOCATION	Regency Grove Storm Sewer Project FY23/24						
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR
12-INCH PIPE SDR26		LINEAL FT	\$ 32.15	\$ -	-	\$ -	
16-INCH PIPE SDR26	0	LINEAL FT	\$ 61.20	\$ -	-	\$ -	
CMP							
12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 19.90	\$ -	-	\$ -	
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 26.20	\$ -	-	\$ -	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 33.25	\$ -	-	\$ -	
24-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 43.20	\$ -	-	\$ -	
42-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 95.85	\$ -	-	\$ -	
12-INCH BAND CMP	0	EACH	\$ 42.00	\$ -	-	\$ -	
15-INCH BAND CMP	0	EACH	\$ 48.00	\$ -	-	\$ -	
18-INCH BAND CMP	0	EACH	\$ 59.00	\$ -	-	\$ -	
24-INCH BAND CMP	0	EACH	\$ 75.00	\$ -	-	\$ -	
42-INCH BAND CMP	0	EACH	\$ 168.00	\$ -	-	\$ -	
12-INCH FES	0	EACH	\$ 103.00	\$ -	-	\$ -	
15-INCH FES	0	EACH	\$ 142.00	\$ -	-	\$ -	
18-INCH FES	0	EACH	\$ 192.00	\$ -	-	\$ -	
HDPE							
4-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 2.01	\$ -	-	\$ -	
6-INCH HDPE PIPE WITH SOCK N12	50	LINEAL FT	\$ 5.08	\$ 254.00	-	\$ -	
6-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 5.08	\$ -	-	\$ -	
12-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 9.49	\$ -	-	\$ -	
12-INCH HDPE	0	LINEAL FT	\$ 8.65	\$ -	-	\$ -	
12-INCH HDPE	0	LINEAL FT	\$ 8.65	\$ -	-	\$ -	
15-INCH HDPE	0	LINEAL FT	\$ 12.03	\$ -			
18-INCH HDPE	980	LINEAL FT	\$ 16.54	\$ 16,209.20	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 28.61	\$ -	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 50.81	\$ -	-	\$ -	
12-INCH BAND HDPE	0	EACH	\$ 15.00	\$ -	-	\$ -	
15-INCH BAND HDPE	0	EACH	\$ 25.00	\$ -	-	\$ -	
24-INCH BAND HDPE	0	EACH	\$ 60.00	\$ -	-	\$ -	
12-INCH HDPE FES	0	EACH	\$ 237.00	\$ -	-	\$ -	
15-INCH HDPE FES	0	EACH	\$ 237.00	\$ -	-	\$ -	
GARDEN INLETS							
12x12 GARDEN INLETS 2 HOLES		EACH	\$ 32.00			\$	
12x12 GARDEN INLETS 2 HOLES	0	EACH	\$ 50.00			\$	
CONNECTORS 4-INCH	0	EACH	\$ 3.50			\$	
CONNECTORS 6-INCH	0	EACH	\$ 7.50			\$	
GARDEN INLET AVERAGE COST	0		\$ 93.00	\$ -	4.00	\$ 372.00	
IRON STRUCTURES							
BEEHIVE GRATE EAST JORDAN 6527	6	EACH	\$ 183.37	\$ 1,100.22	-	\$ -	
EJ 7000 WITH M112 CURB FRAME ROLL TYPE NAPERVILLE STYLE	6	EACH	\$ 429.00	\$ 2,574.00	-	\$ -	
MANHOLE STRUCTURES CUSTOM	6	EACH	\$ 10,000.00	\$ 60,000.00			
CONCRETE STRUCTURES							
2 X 18 INLET	0	EACH	\$ 105.00	\$ -	-	\$ -	
2 X 30 INLET	0	EACH	\$ 125.00	\$ -	-	\$ -	
2 X 36 INLET		EACH	\$ 150.00	\$ -	-	\$ -	
RINGS	0	EACH	\$ 23.00	\$ -	-	\$ -	
CONCRETE FLATWORK							
CURB AND GUTTER	995	LINEAL FT	\$ 23.00	\$ 22,885.00	-	\$ -	
SIDEWALK	100	SQ FT	\$ 6.60	\$ 660.00	-		
APRONS	2,000	SQ FT	\$ 6.90	\$ 13,800.00	-	\$ -	
TOTAL LENGTH (FT)=	100				-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (SY)=	2000				-	\$ -	
SEALER	2000	SQ FT	\$ 4.50	\$ 9,000.00			
ASPHALT							
BITUMINOUS APRON/STREET CROSSING-SURFACE	889	SQ YD	\$ 47.00	\$ 41,783.00	-	\$ -	
TOTAL LENGTH (FT)=	1000				-	\$ -	
WIDTH (FT)=	8				-	\$ -	
AREA (SY)=	889				-	\$ -	
TOP SOIL-MATERIAL	59	CUBIC YARD	\$ 16.00	\$ 944.00	-	\$ -	
TOTAL LENGTH (FT)=	250				-	\$ -	
WIDTH (FT)=	20				-	\$ -	
AREA (CY)=	59					\$ -	
TOP SOIL-INSTALLED	59	CUBIC YARD	\$ 35.00	\$ 2,065.00	-	\$ -	
TOTAL LENGTH (FT)=	250					\$ -	

WIDTH (FT)=	20					\$	-	
AREA (CY)=	59					\$	-	
SOD-INSTALLED	556	SQUARE YARD	\$ 9.50	\$ 5,282.00	-	\$	-	
TOTAL LENGTH (FT)=	250		\$ 11.00		-	\$	-	
WIDTH (FT)=	20					\$	-	
AREA (SF)=	5000					\$	-	
STONE GRADE 8-CA-6	344.655	TON	\$ 15.50	\$ 5,342.15	-	\$	-	
TOTAL LENGTH (FT)=	1000					\$	-	
WIDTH (FT)=	3					\$	-	
AREA (SY)=	333					\$	-	
STONE GRADE CA-7	1118.375	TON	\$ 20.65	\$ 23,094.44	-	\$	-	
TOTAL LENGTH (FT)=	1000					\$	-	
WIDTH (FT)=	3.5					\$	-	
AREA (SY)=	389				-	\$	-	
ANALYTICAL TESTING	1	LUMP SUM	\$ 200.00	\$ 200.00				
DUMP FEES	44	PER SITE	\$ 82.00	\$ 3,608.00	-	\$	-	
TOTAL LENGTH (FT)=	1000		\$ -		-	\$	-	
WIDTH (FT)=	3				-	\$	-	
AREA (CY)=	444					\$	-	
DUMP FEES-SOD CONTAMINATED SPOILS	0	PER LOAD	\$ 200.00	\$ -	-	\$	-	
TOTAL LENGTH (FT)=	0		\$ -		-	\$	-	
WIDTH (FT)=	0				-	\$	-	
AREA (CY)=	0					\$	-	
TRUCKING	44	PER LOAD	\$ 110.00	\$ 4,840.00	-	\$	-	
TREE REMOVAL	1	LUMP SUM	\$ 7,500.00	\$ 7,500.00	-	\$	-	
FENCE REMOVAL AND PLACEMENT	1	LUMP SUM	\$ 7,500.00	\$ 7,500.00	-	\$	-	
*ENGINEERING AS BUILTS ON SITE REVIEW	1	LUMP SUM	\$ 6,000.00	\$ 6,000.00				
*UNFORSEEN INFRASTRUCTURE CONFLICTS	1	LUMP SUM	\$ 9,000.00	\$ 9,000.00				
*SIDEYARD LANDSCAPING TREATMENT	1	LUMP SUM	\$ 10,000.00	\$ 10,000.00				
GRADING	1	LUMP SUM	\$ 2,500.00	\$ 2,500.00				
LAYOUT	1	LUMP SUM	\$ 5,000.00	\$ 5,000.00				
SUB-TOTAL COST				\$ 261,141.01	-	\$	-	
MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG	\$ 13,057.05	EACH	5% of Subtotal	\$ 13,057.05	-			
SUB-TOTAL COST				\$ 274,198.06				
CONTRACT PIPE INSTALLATION						\$	-	
4-6-INCH CORRUGATED PIPE-INSTALLATION	50.00	LINEAL FOOT	\$ 10.00	\$ 500.00	-	\$	-	
18-INCH CORRUGATED PIPE-INSTALLATION-ROADWAY	800.00	LINEAL FOOT	\$ 85.00	\$ 68,000.00	-	\$	-	
18-INCH CORRUGATED PIPE-INSTALLATION-SIDEYARD	150.00	LINEAL FOOT	\$ 125.00	\$ 18,750.00	-	\$	-	
CONTRACT STRUCTURE INSTALL	6.00	EACH	\$ 1,200.00	\$ 7,200.00	-	\$	-	
INSTALL 12X12 INLET BOXES	5.00	EACH	\$ 350.00	\$ 1,750.00	-	\$	-	
FLARED END SECTION	1.00	EACH	\$ 550.00	\$ 550.00	-	\$	-	
OUTSOURCE COST				\$ 96,750.00				
SUB TOTAL COST-REAR YARD				\$ 370,948.06				
DPC REIMBURSEMENT	50%			\$ 185,474.03				
TOTAL COST				\$ 185,474.03				



CHRISTOPHER B. BURKE ENGINEERING LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 823-0500

CLIENT:



NO.	DATE	NATURE OF REVISION	CHKD.	MODEL	SCALE	PLT DATE
FILE NAME	Storm Sewer Aerial Exhibit					
PATH	N:\DARIN\950323\H0239\GIS\Exhibits\Storm Sewer Aerial Exhibit.mxd					

DSGN.	DRW
DWN.	
CHKD.	1340
SCALE	AsGIS 10.8
PLT DATE	12/20/2022

TITLE:

**PROPOSED STORM SEWER
AERIAL EXHIBIT**

PROJ. NO. 950323.H0239

DATE: 12/20/2022

SHEET 1 OF 1

DRAWING NO.

EXH

City of Darien bid opening
City Hall conference room 9/13/23 9:30 a.m.

City of Darien
2023 Regency Grove Drive - Storm Sewer Project Bid Results

			Mauro Sewer Construction, Inc.		J. Congdon Sewer Service, Inc.		Emergia Inc.		Vian Construction Co., Inc.	
	quantity	unit	unit price	total cost	unit price	total cost	unit price	total cost	unit price	total cost
18 inch hdpe pipe install - roadway	800	lineal foot	\$ 168.00	\$ 134,400.00	\$ 85.00	\$ 68,000.00	\$ 94.25	\$ 75,400.00	\$ 77.00	\$ 61,600.00
18 inch hdpe pipe install - easement area	150	lineal foot	\$ 155.00	\$ 23,250.00	\$ 125.00	\$ 18,750.00	\$ 131.75	\$ 19,762.50	\$ 152.00	\$ 22,800.00
storm sewer structure install	6	each	\$ 3,000.00	\$ 18,000.00	\$ 1,200.00	\$ 7,200.00	\$ 2,630.00	\$ 15,780.00	\$ 2,000.00	\$ 12,000.00
4-6 inch corrugated perforated under drain	50	lineal foot	\$ 100.00	\$ 5,000.00	\$ 10.00	\$ 500.00	\$ 22.50	\$ 1,125.00	\$ 10.00	\$ 500.00
12 x 12 inlet boxes	5	each	\$ 1,450.00	\$ 7,250.00	\$ 350.00	\$ 1,750.00	\$ 1,471.00	\$ 7,355.00	\$ 50.00	\$ 250.00
flared end section - concrete	1	each	\$ 2,000.00	\$ 2,000.00	\$ 550.00	\$ 550.00	\$ 13,077.50	\$ 13,077.50	\$ 2,000.00	\$ 2,000.00
Total Bid				\$ 189,900.00		\$ 96,750.00		\$ 132,500.00		\$ 99,150.00

math error - as read
\$97,480.00

AGENDA MEMO
City Council
January 16, 2023

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to enter into an Intergovernmental Agreement with the County of DuPage for the Regency Grove Flood Mitigation Project.

RESOLUTION

BACKGROUND

Recently by DuPage County informed the City it was a recipient of the American Rescue Plan Act grant for \$190,000 for the Regency Grove Drainage Project see **Attachment A**. Existing conditions during significant rain events causes roadway flooding to portions of Regency Grove Drive and Adams, thus hampering the ability for motorists to safely drive through. The scope of the work includes limited storm sewer removal and adding storm sewer infrastructure to significantly to reduce flooding within the roadways, see attached labeled as **Attachment B**. The project estimated cost is \$380,000. The grant is specific to shovel ready projects that demonstrate flood protection and resilient measures.

As part of the arrangement, the City is required to enter into an Intergovernmental Agreement. See **Exhibit A**. The City will be required to submit an engineering design plan to the County. The overall cost for the plans will be under \$5,000 and will be prepared by Christopher B. Burke Engineering LTD. The proposed project will be introduced to FY23/24 Budget.

STAFF RECOMMENDATION

The Staff recommends the approval of a resolution authorizing the Mayor to enter into an intergovernmental agreement with the County of DuPage for the Regency Grove Flood Mitigation Project.

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 Martin Luther King 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 January 16, 2023 City Council agenda under New Business for formal consideration and subject to the FY23-24 Budget approval.

District 1

Project Title	Legal Organization Name	Total Construction Cost Estimate	Requested DuPage Share
Tall Oaks Detention Basin Retrofit Project	City of Wood Dale	\$413,481	\$206,740
Levitt Pond Stormwater Improvements	Village of Bloomingdale	\$598,820	\$299,410
LaLonde - Diversey Avenue Drainage Project	Village of Addison	\$400,000	\$200,000
Roadway Infrastructure Improvements	Village of Itasca	\$11,800,000	\$500,000
Addison Creek Storm Sewer Improvements	Village of Bensenville	\$2,702,000	\$500,000
		D1 Total	\$1,706,150

District 2

Project Title	Legal Organization Name	Total Construction Cost Estimate	Requested DuPage Share
Southwest Elmhurst Stormwater Mitigation Project	City of Elmhurst	\$424,429	\$200,000
Otis - Grant - Florence Avenue Drainage Improvements	Village of Downers Grove	\$503,080	\$251,540
Rolling Drive & Lisle Junior HS Stormwater Drainage Project	Village of Lisle	\$187,240	\$93,620
Village Center North Storm Sewer Improvements	Village of Lisle	\$1,497,000	\$500,000
Wisconsin Avenue Drainage Improvements	Village of Downers Grove	\$762,188	\$381,094
Storm Sewer Replacement	City of Oakbrook Terrace	\$1,115,000	\$500,000
		D2 Total	\$1,926,254

District 3

Project Title	Legal Organization Name	Total Construction Cost Estimate	Requested DuPage Share
Fifth & Grant Drainage Project	Village of Hinsdale	\$224,000	\$112,000
Charleston Road Drainage Project	Village of Hinsdale	\$245,290	\$122,645
Ailsworth Flood Mitigation	City of Darien	\$140,000	\$70,000
Regency Grove Flood Mitigation	City of Darien	\$380,000	\$190,000
		D3 Total	\$494,645

District 4

Project Title	Legal Organization Name	Total Construction Cost Estimate	Requested DuPage Share
Dorset Flood Improvement Project	City of Wheaton, Illinois	\$526,450	\$210,580
Cadillac & Wakeman Flood Improvement Project	City of Wheaton, Illinois	\$2,112,228	\$500,000
Pearl Avenue & James Court Drainage Improvement Project	Village of Glendale Heights	\$504,839	\$252,419
		D4 Total	\$962,999

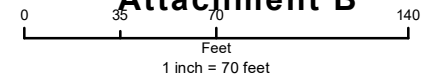
District 5

Project Title	Legal Organization Name	Total Construction Cost Estimate	Requested DuPage Share
South Central Interceptor Sewer Stabilization Project	City of Naperville	\$1,814,700	\$500,000
8th - Ellsworth - Main Stormwater Improvements	City of Naperville	\$4,515,317	\$238,000
Columbia Street Flood Improvement Project	City of Naperville	\$2,224,000	\$500,000
		D5 Total	\$1,238,000

District 6

Project Title	Legal Organization Name	Total Construction Cost Estimate	Requested DuPage Share
Klein Creek Streambank Stabilization - Section I	Village of Carol Stream	\$3,800,000	\$500,000
Klein Creek Streambank Stabilization - Section III	Village of Carol Stream	\$2,620,000	\$500,000
Mitchell Lakes Restoration Project	Village of Carol Stream	\$500,000	\$250,000
Klein Road Culvert Replacement	City of West Chicago	\$338,000	\$169,000
East Side Drainage Project	City of Warrenville	\$687,000	\$343,500
		D6 Total	\$1,762,500

Total \$8,090,548



Legend

- Proposed Structure
- Proposed Storm Sewer

CB

B

CHRISTOPHER B. BURKE

ENGINEERING LTD.

9575 West Higgins Road, Suite 600

Rosemont, Illinois 60018

(847) 823-0500

CLIENT:



				DSGN.		
				DWN.	DRW	
				CHKD.		
				SCALE:	1:840	
NO.	DATE	NATURE OF REVISION		CHKD.	MODEL:	ArcGIS 10.6
					PLOT DATE	12/20/2022
FILE NAME		Storm Sewer Aerial Exhibit				
PATH		N:\DARIEN\950323\H0239\GIS\Exhibits\Storm Sewer Aerial Exhibit.mxd				

TITLE:

PROPOSED STORM SEWER
AERIAL EXHIBIT

PROJ. NO.	950323.H0239
DATE:	12/20/2022
SHEET	1 OF 1
DRAWING NO.	EXH

RESOLUTION NO. R-09-23

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR
THE REGENCY GROVE FLOOD MITIGATION PROJECT**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into an Intergovernmental Agreement with the County of DuPage for the Regency Grove Flood Mitigation Project, a copy of which is attached hereto as "**Exhibit A**," and is incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 16th day of January, 2023.**

AYES: 7 - Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan, Vaughan

NAYS: 0 - NONE

ABSENT: 0 - NONE

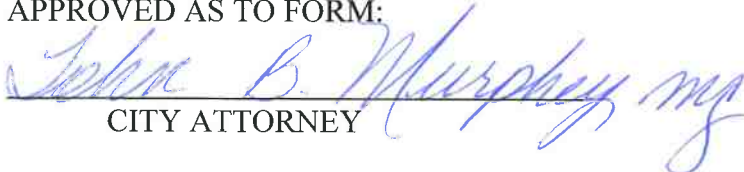
**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 16th day of January, 2023.**


JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



Resolution

SM-R-0027-23

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE CITY OF DARIEN FOR THE REGENCY GROVE FLOOD MITIGATION
PROJECT

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a municipal cost share program, and a portion of the funds dedicated to Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County;

WHEREAS, the CITY has submitted an application under this grant program for the "REGENCY GROVE FLOOD MITIGATION PROJECT" that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the CITY have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the CITY has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to

Resolution

SM-R-0027-23

exceed one hundred ninety thousand dollars (\$190,000); and

WHEREAS, the CITY shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the CITY shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and CITY is hereby accepted and approved, and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT, by and through the Stormwater Management Department, to the City of Darien, Attn: Daniel Gombac, 1702 Plainfield Road, Darien, IL 60561; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 10th day of January, 2023 at Wheaton, Illinois.


DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: 
JEAN KACZMAREK, COUNTY CLERK

AYES 18
NAYS 0
ABSENT 0

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE CITY OF DARIEN FOR THE REGENCY GROVE FLOOD
MITIGATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 10th day of January 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the CITY OF DARIEN, a body politic and corporate, with offices at 1702 Plainfield Road, Darien, IL 60561 (hereinafter referred to as the CITY).

R E C I T A L S

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a municipal cost share program, and a portion of the funds dedicated to

Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County;

WHEREAS, the CITY has submitted an application under this grant program for the "REGENCY GROVE FLOOD MITIGATION PROJECT" that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the CITY have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the CITY has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S American Rescue Plan Act in an amount not to exceed one hundred ninety thousand dollars (\$190,000); and

WHEREAS, the CITY shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the CITY shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the promises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT consists of installing new storm sewer from the intersection of Regency Grove Drive and Adams Street approximately 1000 feet east to the subdivision detention basin. The purpose of the project is to relieve surface flooding in the intersection and adjacent yards.
- 2.2 The PROJECT shall be a Design Build Project to be constructed through CITY Forces and selective outsourcing. The CITY's engineer, Christopher B. Burke Engineering, Ltd., will provide exhibits and a cost estimate summary. The project shall be maintained and monitored by the CITY or their consultant.

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be three hundred eighty thousand dollars (\$380,000). The COUNTY's maximum reimbursement amount is \$190,000 or 50% of the project cost, whichever is less. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

CITY OF DARIEN	50%	\$190,000
COUNTY OF DUPAGE	50%	\$190,000
TOTAL	100.0%	\$380,000

- 3.2 The CITY shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the CITY and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the CITY to undertake this PROJECT if the CITY in its sole discretion determines that it is no longer in the CITY's best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed (i.e., fit for its intended use) by October 31, 2024, the CITY shall promptly reimburse the COUNTY any monies paid by the COUNTY to the CITY pursuant to this AGREEMENT. The CITY's right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the CITY'S timely and satisfactory completion of the PROJECT.
- 3.4 The CITY may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred prior to October 31, 2024. Allowable PROJECT expenses incurred and paid by the CITY in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding

the foregoing, allowable expenses shall not include the CITY'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

- 3.3 As this Agreement utilizes ARPA funds, the CITY is aware that time is of the essence in notifications as to whether the CITY will proceed with this project to substantial completion not later than October 31, 2024. If the CITY fails to communicate that the CITY is not proceeding with this project or if the CITY fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

4.0 CITY'S RESPONSIBILITIES.

- 4.1 The CITY shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The CITY shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The CITY shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The CITY shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The CITY shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The CITY shall be responsible for obtaining all required land and occupancy rights necessary for the completion of the PROJECT.
- 4.6 The CITY shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The CITY may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The CITY shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than fifty percent (50%) of total incurred PROJECT construction costs during any phase of the project, up to the limits as established in Paragraph 3.1. The invoice shall show the quantities,

cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.

- 4.9 The CITY shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the CITY in the amounts herein agreed upon, nor shall this provision affect the CITY'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The CITY shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the CITY reasonable advanced notice of when the COUNTY requires such access.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques, or procedures with respect to any work performed for the PROJECT. The CITY and CITY'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The CITY shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the CITY shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the CITY beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S ARPA funding.
- 4.12 The CITY must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the CITY's advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT

components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the CITY with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.

- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the CITY for approved costs associated with the PROJECT at a fixed proportion of fifty percent (50%) of the PROJECT costs, or a maximum of \$190,000 which have been incurred and paid for by the CITY, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed one hundred ninety thousand dollars (\$190,000).
 - 5.2.3 In the event PROJECT costs total less than three hundred eighty thousand dollars (\$380,000), the COUNTY'S total reimbursement amount shall be not more than (50%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the CITY.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
 - 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
 - 5.2.6 The County shall pay all invoices conforming to the terms of this Agreement pursuant to 50 ILCS 505, Illinois' "Local Government Prompt Payment Act".
- 5.3 The COUNTY shall be allowed unlimited, reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.
- 5.4 No term outlined herein shall be construed as guarantee that any portion of the PROJECT qualifies for ARPA funds. The COUNTY does not, and shall not warrant, and makes no representations that the project meets the qualifications and requirements for the expenditure of ARPA funds.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The CITY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The CITY understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The CITY agrees to timely assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

- 7.1 The CITY shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S performance under this AGREEMENT to the fullest extent the CITY is so authorized under the law; provided, however, that the CITY shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The CITY shall specifically indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The CITY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the CITY and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the CITY shall require that its consultants and contractors indemnify, defend and hold harmless the CITY and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove CITY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the CITY or its consultants, contractors or agents. The CITY'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
- 9.1.1 December 30, 2024, or to a new date agreed upon by the parties.
- 9.1.2 The completion by the CITY and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.

- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

Director of Municipal
Services
Daniel Gombac
City of Darien
1702 Plainfield Road
Darien, IL 60561

DuPage County State's
Attorney's Office
ATTN: Civil Bureau
503 N. County Farm Rd.
Wheaton, Illinois 60187

Sarah Hunn
Director
DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

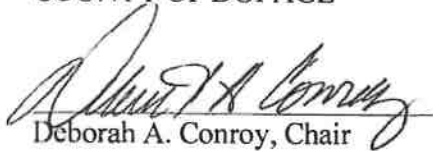
- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES


- 15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE


Deborah A. Conroy, Chair
DuPage County Board

CITY OF DARIEN


Joseph Marchese,
Mayor

ATTEST:


Jean Kaczmarek,
County Clerk

ATTEST:


Joanne Ragonna,
CITY Clerk



STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **RESOLUTION NO. R-09-23 — “A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR THE REGENCY GROVE FLOOD MITIGATION PROJECT”** of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on January 16, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 16th day of January 16, 2023.





City Clerk



January 18, 2023

Department of Stormwater Management
421 North County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn, Director

RE: Intergovernmental Agreement – Regency Grove Flood Mitigation Project

Dear Ms. Hunn,

Enclosed please find a certified copy of ***Resolution No. R-09-23 – “A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR THE REGENCY GROVE FLOOD MITIGATION PROJECT,”*** passed by the City Council at its regular meeting on January 16, 2023.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,

CITY OF DARIEN

Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Throm, Superintendent of Municipal Services
Superintendent, DuPage County Public Works
Civil Bureau, DuPage County SAO

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING PUBLIC WORKS PROJECT FYE24-24376REGE
FOR THE STORM WATER IMPROVEMENTS FOR THE REGENCY DRIVE
PROJECT TOTAL IN AN AMOUNT NOT TO EXCEED \$371,000**

**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 authorizes Public Works Project FYE24-24376REGE for the storm water improvements for the Regency Drive Project total in an amount not to exceed \$371,000.

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 2nd day of October, 2023.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 2nd day of October, 2023.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A CONTRACT WITH J. CONGDON SEWER AND WATER FOR THE
INSTALLATION OF STORM SEWER PIPE AND RELATED STRUCTURES FOR THE
REGENCY GROVE PROJECT, INCLUSIVE OF THE TOTAL PROJECT COST, AT
THE SUBMITTED UNIT PRICES IN AN AMOUNT OF \$96,750 PENDING FINAL
FIELD QUANTITIES**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to enter into a contract with J. Congdon Sewer and Water for the installation of storm sewer pipe and related structures for the Regency Grove Project, inclusive of the total project cost, at the submitted unit prices in an amount of \$96,750 pending final field quantities, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 2nd day of October, 2023.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 2nd day of October, 2023.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

2023 REGENCY GROVE DRIVE STORM SEWER PROJECT COST SCHEDULE

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
18-INCH HDPE PIPE INSTALL-ROADWAY	800	LINEAL FOOT	\$85	\$68,000
18-INCH HDPE PIPE INSTALL-EASEMENT AREA	150	LINEAL FOOT	\$125	\$18,750
STORM SEWER STRUCTURE INSTALL	6	EACH	\$1,200	\$7,200
4-6-INCH CORRUGATED PERFORATED UNDER DRAIN	50	LINEAL FOOT	\$10	\$500
12 x 12 INLET BOXES	5	EACH	\$350	\$1,750
FLARED END SECTION-CONCRETE	1	EACH	\$550	\$550
TOTAL COST				\$96,450

Total Cost in words

math error - \$96,750.00

ninety seven thousand four hundred eighty and 0/100 —

BIDDER INFORMATION SHEET

CONTACT NAME: _____

ADDRESS: _____
J. CONGDON SEWER SERVICE, INC
170-A ALEXANDRA WAY
CAROL STREAM, IL 60188

CITY, STATE, ZIP: _____

PHONE NUMBERS: _____

OFFICE: 630-510-2434 CELL: 630-774-0307

FAX NUMBER: 630-510-9255

E-MAIL ADDRESS: vgerardi@jcongdonsewerservice.com

ALTERNATE CONTACT NAME: _____

Contract

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the _____ of _____ acting by and through its _____ known as the party of the first part, and _____ his/their executors, administrators, successors or assigns, known as the party of the second part.

2. Witnesseth: That for and inconsideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, the party of the second part agrees with said party of the first part as his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Contractors, Special Provisions and Proposal hereto attached are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

Attest:

The _____ of _____

City Clerk

By _____
Mayor

(Seal)

(If a Corporation)

Corporate Name _____

By _____
President Party of the Second Part

(If a Co-Partnership)

Attest:

Secretary

Partners doing Business under the firm name of

Party of the Second Part

(If an individual)

Party of the Second Part

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

A resolution authorizing the purchase of four (4) Solar Speed Alert 18 Speed Limit Signs from All Traffic Solutions Incorporated in an amount not to exceed \$26,524.22.

RESOLUTION**BACKGROUND/HISTORY**

The flashing speed limit signs are a traffic calming device that will post the proper speed limit and will have a flashing display of the vehicle that approaches the sign. The signs are a proactive approach to further mitigate potential speeding. The signs would be strategically placed adjacent to 79th Street between Cass Ave and Sawyer Road; 2 eastbound 2 westbound.

The FY23-24 Budget allocated funds for the purchase of four speed radar signs to be implemented on 79th Street. The equipment would be purchased through the Sourcewell Purchasing Cooperative, under Contract No 090122-ATS. The proposed expenditure would be expended from the following FY23/24 Budget line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY23/24 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4257	SUPPLIES-OTHER	\$ 26,000.00	\$ 26,524.22	(\$ 524.22)

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the resolution authorizing the purchase of four (4) Solar Speed Alert 18 Speed Limit Signs from All Traffic Solutions Incorporated in an amount not to exceed \$26,524.22.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) SOLAR SPEED
ALERT 18 SPEED LIMIT SIGNS FROM ALL TRAFFIC SOLUTIONS
INCORPORATED IN AN AMOUNT NOT TO EXCEED \$26,524.22**

**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 four (4) Solar Speed Alert 18 Speed Limit Signs from All Traffic Solutions Incorporated in an amount not to exceed \$26,524.22., 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 2nd day of October, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 2nd day of October, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES


**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
14201 Sullyfield Circle,
Ste 300
Chantilly, VA 20151
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:
Sourcewell 090122-ATS
Sourcewell Account #:
110530

QUOTE Q-74204
DATE: 07/24/2023

**PAGE
NO:** 1

**Questions contact:
MANUFACTURER:
All Traffic Solutions**

Owen Lauerman
(571) 549-3766
x
olauerman@alltrafficsolutions.co
m

Independent Sales Rep:
BILL TO:

City of Darien
1710 Plainfield Road
Darien, IL 60561

Billing Contact:

SHIP TO:

City of Darien
1710 Plainfield Road
Darien, IL 60561
Attn: John Carr

**PAYMENT
TERMS:**
Net 30

CUSTOMER: City of
Darien

CONTACT:(630) 514-1531

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000741	SpeedAlert 18 Radar Message Sign (RMS); base unit w/ mounting bracket	4	\$3,688.00	\$14,752.00
4000631	Bluetooth: allows wireless control from any Bluetooth enabled device (sold separately)	4	\$400.00	\$1,600.00
4000519	Traffic Data Collection; stores vehicle statistics locally for later analysis	4	\$500.00	\$2,000.00
4001626	VZW communications prep	4	\$0.00	\$0.00
4000701	Solar panel, 90W; includes bracket for pole and harness	4	\$750.00	\$3,000.00
4000664	Integrated camera and storage for awareness and tamper images	4	\$1,000.00	\$4,000.00
4001820	Integrated Solar pole mount battery kit (iA/SA18) 33Ah batt & solar controller	4	\$961.00	\$3,844.00
4001299	3 Year Warranty	4	\$0.00	\$0.00
4000641	Shipping and Handling Common Carrier	1	\$440.00	\$440.00
4001190	Discount - New Purchase	1	(\$3,111.78)	(\$3,111.78)

Special Notes:

**SALES
AMOUNT:**

\$26,524.22

TOTAL
USD:

\$26,524.22

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature: _____ Date: _____

Print Name: _____ Title: _____



Solicitation Number: 090122

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and All Traffic Solutions, INC, 14201 Sullyfield Circle, Suite 300, Chantilly, VA 20151 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Law Enforcement Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 7, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

All Traffic Solutions #090122-ATS

Pricing for contract #090122-ATS for Sourcewell participating agencies a discount rate of 10.5% applied to all line-items after a freight charge has been added to the line-item price.

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement between the County of DuPage and the City of Darien for limited traffic signal maintenance costs on Lemont Road-eastern leg of 83rd Street and the 87th Street-western leg.

RESOLUTION

BACKGROUND/HISTORY

The County of DuPage and the City has been reviewing and discussing the upcoming improvements for Lemont Road from 83rd Street to 87th Street. The improvements will include drainage, intersection signalization improvements, curb and gutter removal and replacement and street resurfacing.

The City owns and maintains the roadways at the following legs:

87th Street - East of Lemont Road

83rd Street - West of Lemont Road

Since these intersections are within the City's boundaries and are signalized, the County's policy is that the municipality is obligated to participate in up to 25% for the maintenance of the signals. The County will be responsible for energy costs and will be the lead agency to inspect and repair any deficiencies including emergency responses. Staff anticipates annual maintenance cost to be approximately \$250 to \$500 per year.

The IGA further states that in the future if it is determined by the County that the traffic signals require modernization or reconstruction due to age, condition, etc. or if the County improves Lemont Road 83rd Street or at 87th Street, the parties hereby agree to share the cost of the improvement to the traffic signals, including engineering, construction, construction engineering and/or land acquisition, in proportion to the number of approaches to the intersection maintained by the respective parties at the time of future improvements.

Attached is a copy of the Intergovernmental Agreement (IGA) with DuPage County labeled as [Exhibit A](#).

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement between the County of DuPage and the City of Darien for limited traffic signal maintenance costs on Lemont Road-eastern leg of 83rd Street and the 87th Street-western leg.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the City Council agenda on October 2, 2023 for formal approval.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE CITY OF DARIEN FOR LIMITED TRAFFIC SIGNAL MAINTENANCE COSTS ON LEMONT ROAD-EASTERN LEG OF 83RD STREET AND THE 87TH STREET-WESTERN LEG

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute an Intergovernmental Agreement between the County of DuPage and the City of Darien for limited traffic signal maintenance costs on Lemont Road-eastern leg of 83rd Street and the 87th Street- western leg, 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 2nd day of October, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of October, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
THE CITY OF DARIEN
FOR TRAFFIC SIGNAL AND STREET LIGHTING IMPROVEMENTS
CH 9/LEMONT ROAD at CH 31/83rd STREET
and CH 9/LEMONT ROAD at CH 31/87th STREET
INCLUDING FUTURE MAINTENANCE/ENERGY RESPONSIBILITIES
SECTION NO. 16-00232-00-CH**

This Agreement (hereinafter referred to as "AGREEMENT") is entered into this _____ day of _____, 2023, between the County of DuPage (hereinafter referred to as "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Darien (hereinafter referred to as "CITY"), a home rule municipal corporation, with offices at 1702 Plainfield Road, Darien, Illinois. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "PARTY" or collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTIES, in order to facilitate the free flow of traffic and to ensure the safety of the public, desire to improve CH 9/Lemont Road from CH 31/83rd Street to CH 31/87th Street and CH 31/87th Street from Havens Drive to Lemont Road, to include intersection improvements at CH 31/83rd Street and at CH 31/87th Street, resurfacing, curb and gutter and drainage repairs, ADA ramps, and other appurtenance work (hereinafter referred to as "PROJECT"); and

WHEREAS, the PROJECT also includes traffic signal and street lighting improvements (hereinafter "TRAFFIC SIGNALS and STREET LIGHTING"); and

WHEREAS, the COUNTY, by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et seq.*), is authorized to enter into this AGREEMENT; and

WHEREAS, the CITY, by virtue of their home rule powers and as set forth in the "Municipal Code" (65 ILCS 1/1-1-1 *et seq.*), are authorized to enter into this AGREEMENT; and

WHEREAS, the PARTIES desire to establish their jurisdictional, maintenance, and energy responsibilities and costs with respect to the TRAFFIC SIGNALS and STREET LIGHTING.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each PARTY to the other, the PARTIES do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are the inserts for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 RESPONSIBILITIES OF THE COUNTY

- 2.1. The COUNTY shall prepare plans and specifications, furnish engineering inspection during construction, and cause the PROJECT, including TRAFFIC SIGNALS and STREET LIGHTING, to be built in accordance with the plans and specifications, incorporated herein by reference.
- 2.2. The COUNTY shall have the CITY named as additional insured for the Commercial General Liability in the Special Provisions section of the contract between the Illinois Department of Transportation and the Contractor.
- 2.3. Upon completion, inspection and approval by the COUNTY, the COUNTY shall own, operate and maintain the PROJECT improvements, except as herein defined as CITY ownership, operation and maintenance responsibilities, including the TRAFFIC SIGNALS at CH 9/Lemont Road and CH 31/83rd Street and at CH 9/Lemont Road and CH 31/87th Street and shall provide and pay for all costs associated with the future maintenance and repair of the TRAFFIC SIGNALS including pre-emption equipment and combination lighting with reimbursement from the CITY as referenced hereinafter.
- 2.4. The COUNTY retains the right to control and regulate the sequence and all other aspects of phasing and timing of the TRAFFIC SIGNALS.
- 2.5. The COUNTY shall establish the energy supply with the local power company to furnish the electrical energy for the operation of the TRAFFIC SIGNALS.
- 2.6. The COUNTY shall pay one hundred percent (100%) of all future energy costs of the TRAFFIC SIGNAL at CH 9/Lemont Road and CH 31/83rd Street and one hundred percent (100%) of all future energy costs for the TRAFFIC SIGNAL at CH 9/Lemont Road and CH 31/87th Street.

- 2.7. The COUNTY will be responsible for future maintenance, as required, of all pavement markings on CH 9/Lemont Road on CH 31/83rd Street (east leg), and on CH 31/87th Street (west leg).
- 2.8 The COUNTY will be responsible for future maintenance of the STREET LIGHTING system located within the county rights-of-way on CH 9/Lemont Road, on CH 31/83rd Street (east leg), as well as the two streetlights on the west leg of 83rd Street immediately west of the county's right-of-way, one (1) on the north and one (1) on the south side of 83rd Street. The COUNTY's maintenance responsibility will be limited to only those lights, controller equipment, and cables that are connected to the COUNTY's STREET LIGHTING system, as indicated on EXHIBIT A (Street Lighting County Maintenance Exhibit).
- 2.9 The COUNTY shall establish the energy supply with the local power company to furnish the electrical energy for the operation of STREET LIGHTING.
- 2.10 The COUNTY shall pay one hundred percent (100%) of all future energy costs of the STREET LIGHTING at CH 9/Lemont Road and CH 31/83rd Street and one hundred percent (100%) of all future energy costs for the STREET LIGHTING at CH 9/Lemont Road and CH 31/87th Street.

3.0 RESPONSIBILITIES OF THE CITY

- 3.1. The CITY shall reimburse the COUNTY twenty-five percent (25%) of all future routine maintenance costs for the TRAFFIC SIGNAL at CH 9/Lemont Road & CH 31/83rd Street, and at CH 9/Lemont Road & CH 31/87th Street, including traffic signal equipment and combination lights, by annual invoice from the COUNTY. Routine maintenance shall be invoiced to the CITY at the same unit price paid by the COUNTY for the COUNTY traffic signal maintenance contract in place at the time of the annual invoice.
- 3.2. The CITY agrees that the COUNTY shall repair damages to the TRAFFIC SIGNAL at CH 9/Lemont Road and CH 31/83rd Street, and at CH 9/Lemont Road & CH 31/87th Street, caused by motor vehicles or construction activities by others and shall invoice the CITY for twenty-five percent (25%) of said costs not recovered by the COUNTY. The COUNTY agrees to execute any necessary documentation subrogating the COUNTY's rights to the CITY for recovery of said cost, and the CITY agrees to execute any necessary documentation subrogating the CITY's rights to the COUNTY for recovery of said cost.

- 3.3. The CITY will be responsible for maintenance of all pavement markings on the west leg of the CH 9/Lemont Road and CH 31/83rd Street intersection and on the east leg of the CH 9/Lemont Road and CH 31/87th Street intersection.

4.0 MAINTENANCE RESPONSIBILITIES

- 4.1. It is understood and agreed by the PARTIES hereto that, other than the maintenance responsibilities specified in this AGREEMENT, all other maintenance responsibilities of the PARTIES are not changed or modified by this AGREEMENT. Specifically, the responsibility for maintenance of the streetlights on 83rd Street west of CH 9/Lemont Road that are not connected to the COUNTY's STREET LIGHTING system, will remain as they were prior to this AGREEMENT.

5.0 FUTURE MODERNIZATION/RECONSTRUCTION

- 5.1. If, in the future, it is determined by the COUNTY that the TRAFFIC SIGNALS require modernization or reconstruction due to age, condition, etc. or if the COUNTY improves CH 9/Lemont Road at CH 31/83rd Street or CH 9/Lemont Road at CH 31/87th Street which results in the need to modernize or reconstruct the TRAFFIC SIGNALS, the PARTIES hereby agree to share the cost of the improvement to the TRAFFIC SIGNALS, including engineering, construction, construction engineering and/or land acquisition, in proportion to the number of approaches to the intersection maintained by the respective PARTIES at the time of future improvements.
- 5.2. For the purposes of this AGREEMENT:
- (a) the east leg of the CH 9/Lemont Road and CH 31/83rd Street intersection and the west leg of the CH 9/Lemont Road and CH 31/87th Street intersection shall be considered as COUNTY maintained.
 - (b) the west leg of the CH 9/Lemont Road and CH 31/83rd Street intersection and the east leg of the CH 9/Lemont Road and CH 31/87th Street intersection shall be considered as CITY maintained.

6.0 INDEMNIFICATION

- 6.1. The COUNTY shall indemnify, hold harmless and defend the CITY, their officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense,

arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.

6.1.1. The PARTIES acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's or any successor's or assign's authority and legal capacity to indemnify the CITY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the CITY, or any person or entity claiming a right through the CITY, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties' rights and obligations provided for therein.

6.2. The CITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law.

6.2.1. The CITY and the COUNTY acknowledge that the CITY has made no representations, assurances or guaranties regarding the CITY's or any successor's or assign's authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the CITY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing the CITY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties' rights and obligations provided for therein.

- 6.3. Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3- 9008. The COUNTY's participation in its defense shall not remove the CITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 6.4. Nothing contained herein shall be construed as prohibiting the CITY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The CITY's participation in its defense shall not remove COUNTY's duty to indemnify, defend, and hold the CITY harmless, as set forth above.
- 6.5. The parties do not waive, by these indemnity requirements, any defenses or protections available to them under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or any other applicable law, by virtue of the provisions set forth in this Section or any other Section of this AGREEMENT. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The PARTIES' indemnification under Section 6.0 hereof shall terminate when the TRAFFIC SIGNAL work is completed, and the CITY assumes their maintenance responsibilities as set forth above.

7.0 ENTIRE AGREEMENT

- 7.1. This AGREEMENT represents the entire AGREEMENT between the PARTIES with respect to the TRAFFIC SIGNALS and STREET LIGHTING and supersedes all previous communications or understandings whether oral or written.

8.0 NOTICES

- 8.1. Any notice required hereunder shall be deemed properly given to the PARTY to be notified at the time it is personally delivered or mailed by certified mail, return receipt

requested, postage prepaid, to the PARTY's address or sent by confirmed facsimile or email, to the PARTY's address. The address of each PARTY is as specified below; either PARTY may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

For CITY:

Joseph A. Marchese, Mayor
City of Darien
1702 Plainfield Road
Darien, IL 60561
Phone: 630.852.5000
Email: jmarchese@darienil.gov

For COUNTY:

Director of Transportation
DuPage County Division of Transportation
421 N. County Farm Rd.
Wheaton, IL 60187
Phone: 630.407.6900
Email: dot@dupageco.org

9.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

9.1. No modification or amendment to this AGREEMENT shall be effective until approved by the PARTIES in writing.

10.0 NON-ASSIGNMENT

10.1. This AGREEMENT shall not be assigned by either PARTY without the written consent of the other PARTY, whose consent shall not be unreasonably withheld.

11.0 AUTHORITY TO EXECUTE/RELATIONSHIP

11.1. The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing PARTY has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.

11.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the PARTIES.

11.3. This AGREEMENT shall not be deemed or construed to create any rights or benefits in or to any third parties.

12.0 GOVERNING LAW

12.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

12.2. The forum for resolving any disputes concerning the PARTIES' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

13.0 SEVERABILITY

13.1. In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

14.0 FORCE MAJEURE

14.1. The PARTIES shall not be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires and natural disasters.

15.0 COUNTERPARTS

15.1. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

(remainder of this page left intentionally blank)

IN WITNESS whereof, the PARTIES set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

CITY OF DARIEN

Deborah A. Conroy, Chair
DuPage County Board

Joseph A. Marchese
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

JoAnne Ragona
City Clerk

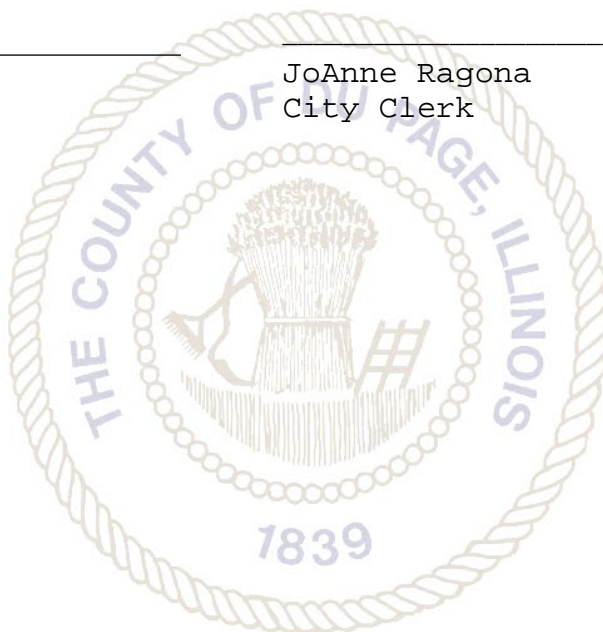
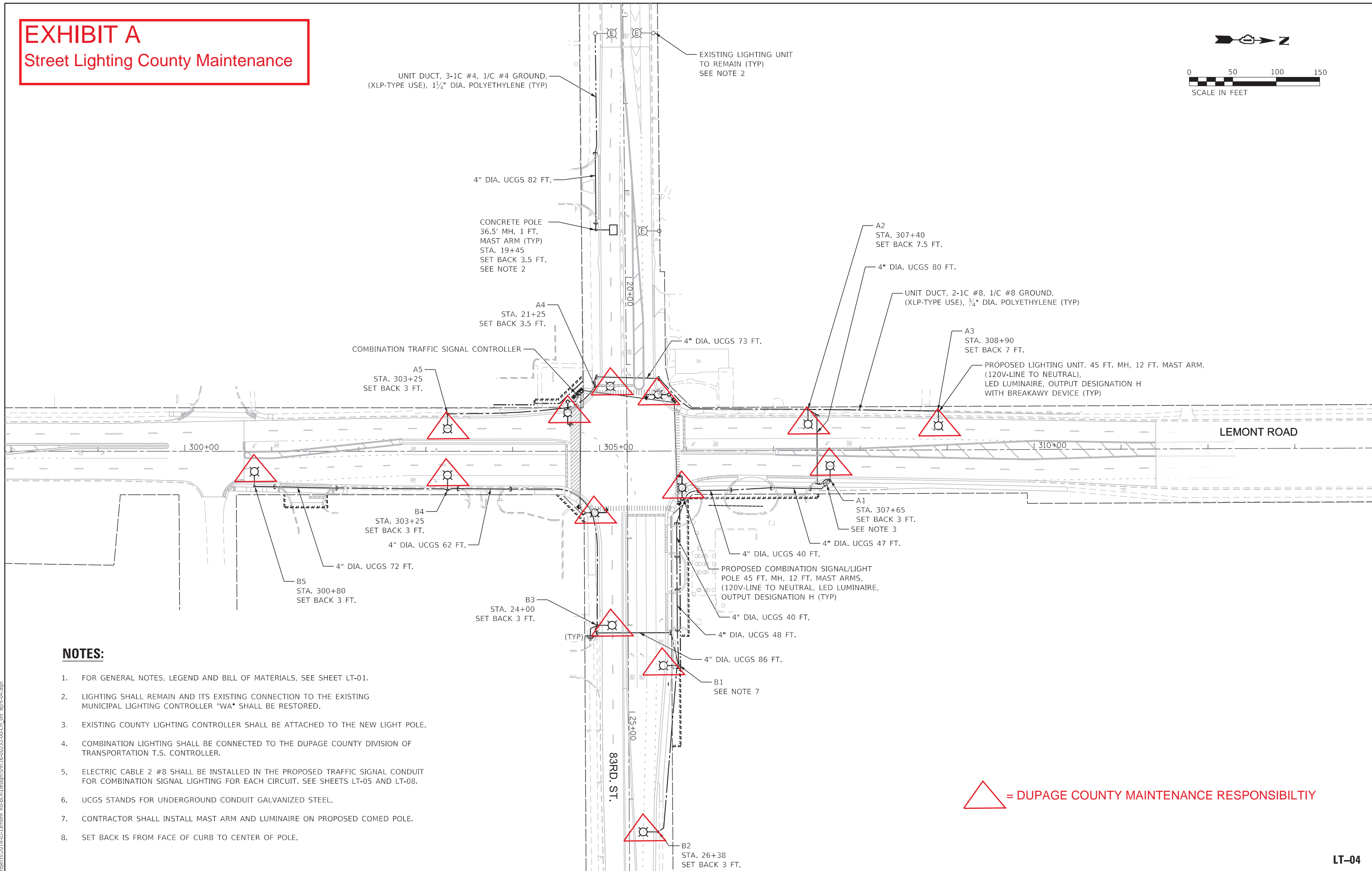
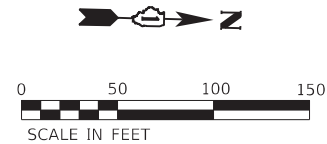


EXHIBIT A
Street Lighting County Maintenance



NOTES:

- FOR GENERAL NOTES, LEGEND AND BILL OF MATERIALS, SEE SHEET LT-01.
- LIGHTING SHALL REMAIN AND ITS EXISTING CONNECTION TO THE EXISTING MUNICIPAL LIGHTING CONTROLLER "WA" SHALL BE RESTORED.
- EXISTING COUNTY LIGHTING CONTROLLER SHALL BE ATTACHED TO THE NEW LIGHT POLE.
- COMBINATION LIGHTING SHALL BE CONNECTED TO THE DUPAGE COUNTY DIVISION OF TRANSPORTATION T.S. CONTROLLER.
- ELECTRIC CABLE 2 #8 SHALL BE INSTALLED IN THE PROPOSED TRAFFIC SIGNAL CONDUIT FOR COMBINATION SIGNAL LIGHTING FOR EACH CIRCUIT. SEE SHEETS LT-05 AND LT-08.
- UCGS STANDS FOR UNDERGROUND CONDUIT GALVANIZED STEEL.
- CONTRACTOR SHALL INSTALL MAST ARM AND LUMINAIRE ON PROPOSED COMED POLE.
- SET BACK IS FROM FACE OF CURB TO CENTER OF POLE.

 = DUPAGE COUNTY MAINTENANCE RESPONSIBILTII

MODEL Default
FILE NAME: I:\Projects\2019-02-Lemont Rd\BIA\Design\Sheet\16-00232-00-CH_sht_light-04.dgn

AMES Engineering, Inc.
CONSULTING ENGINEERS
6330 Belmont Road, Unit 4B
Downers Grove, IL 60516

USER NAME = mdelitche
PLOT SCALE = 100.0000 ' / in.
PLOT DATE = 8/1/2023

DESIGNED - BL
DRAWN - MD
CHECKED - MB
DATE - 06-01-23

REVISED -
REVISED -
REVISED -
REVISED -

DUPAGE COUNTY
DIVISION OF TRANSPORTATION

PROPOSED LIGHTING PLAN
LEMONT ROAD AT 83RD STREET

SCALE: 1"=50' SHEET 1 OF 1 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
2612	16-00232-00-CH	DuPage	246	200
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				

LT-04

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

A resolution approving the extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2024 through April 30, 2025.

RESOLUTION

BACKGROUND

During the year the department requires the use of topsoil for landscape restoration for various Public Works projects, such as water main breaks, storm sewer replacements and ditching projects.

Competitive quotes were requested for the topsoil on November 10, 2021, and staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quote was Shreve Services, Inc. The proposal allows the City to pick up topsoil from the dirt field or delivery of the product for larger projects. The proposed extension would be the second extension, year three (3) of a three (3) year proposal. The extension was confirmed on September 12, 2023. See [Attachment B](#).

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the restoration. The total estimated costs for all maintenance and budgetary programs for the topsoil are estimated at approximately \$75,000.00.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving a resolution for an extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2024 through April 30, 2025.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal approval.



TOPSOIL QUOTE
2024-2025

Attachment A

					DuPage Topsoil *		Debold Topsoil & Trucking		Shreve Services, Inc.	
DESCRIPTION	MINIMAL QUANTITY- RANGE	MAXIMUM QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS
EXAMPLE:			6-WHEELER-14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00
A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	\$ 13.21	\$ 13,210.00	\$ 10.00	\$ 10,000.00	\$ 10.00	\$ 10,000.00
B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	\$ 23.21	\$ 23,210.00	\$ 17.50	\$ 17,500.00	\$ 16.00	\$ 16,000.00
C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI-20 CUBIC YARDS	1,000	\$ 18.50	\$ 18,500.00	\$ 17.50	\$ 17,500.00	\$ 16.00	\$ 16,000.00
TOTAL COSTS A+B+C						\$ 54,920.00	\$ 45.00	\$ 45,000.00		\$ 42,000.00
					*Note price 6 wheeler picked up \$185 - price 6 wheeler delivered \$325 -price semi delivered \$370					

QUOTE SUBMITTED NOVEMBER 2021 FOR 2022-23

MEMO

From: Stephen Shreve
To: Regina Kokkinis
Cc: Dan Gombac
Subject: Re: City of Darien
Date: Tuesday, September 12, 2023 1:49:04 PM
Attachments: Topsoil-Shreve.pdf

Good afternoon, my apologies for the delay as I found your email in my spam for honoring pricing. We are good at the above pricing and look forward to working with the City of Darien in 2024.

Thank you,
Stephen Shreve

Sent from my iPhone

On Aug 29, 2023, at 3:49 PM, Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Hello,

Please review the attached quote and advise if the amount submitted for 2024-25 would be honored.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services
City of Darien
630-353-8105

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

<https://darien.il.us/reference-desk/directconnect-enews>

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 APPROVING AN EXTENSION OF A PROPOSAL FROM
SHREVE SERVICES, INC., FOR TOPSOIL AT THE SPECIFIED UNIT PRICES
FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF
MAY 1, 2024 THROUGH APRIL 30, 2025**

**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 approves an extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2024 through April 30, 2025, attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 2nd day of October 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 2nd day of October 2023.

JOSEPH MARCHESE, MAYOR


ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TOPSOIL QUOTE

DESCRIPTION	MINIMAL QUANTITY- RANGE	MAXIMUM QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	2022-2023		2023-2024		2024-2025	
					UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS
EXAMPLE:			6-WHEELER 14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00
A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER 14 CUBIC YARDS	1,000	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00
B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER 14 CUBIC YARDS	1,000	\$16.00	\$16,000.00	\$16.00	\$16,000.00	\$16.00	\$16,000.00
C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI 20 CUBIC YARDS	1,000	\$16.00	\$16,000.00	\$16.00	\$16,000.00	\$16.00	\$16,000.00
TOTAL COSTS A+B+C										
QUOTE AWARDED ON TOTAL COST										
Company Name:	SHREVE SERVICES INC.									
Address:	23337 GRIMTON DR									
Submitted By:	STEPHEN SHREVE									
Date:	11/5/2021									
Telephone Number:	815-436-6691									
Mobile Telephone Number:	815-693-8631									
Fax Number:	815-436-0025									
E-mail Address:	SSHREVE@SHREVE.SERVICES.COM									
Authorized Signature:										

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

A resolution approving the extension of a proposal from XBE, LLC to provide trucking services relating to hauling waste generated from excavations for a period of May 1, 2024 through April 30, 2025.

RESOLUTION

BACKGROUND

Throughout the year the department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and drainage projects. The waste is temporarily stored at the Public Works facility and requires removal. The trucks are then scheduled, filled by City loaders and the waste is hauled to a local landfill.

Competitive quotes were requested November 2022 for hauling services and staff received one (1) competitive quote. The sole bidder was XBE, LLC. See [Attachment A](#). The proposal stipulates that pricing be held in place from May 1, 2024 through April 30, 2025. The extension was confirmed on September 12, 2023. See [Attachment B](#). Please note a provision for a fuel surcharge is include within the hourly proposal. The fuel surcharge will be monitored on a quarterly basis. XBE, LLC continues to provide optimal services.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for hauling are estimated to be approximately \$100,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving the resolution.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal approval.



Quote for Hauling Fees
2024/2025

Attachment A

				XBE, LLC	
DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER-QUANTITY	UNIT PRICE PER HOUR	COSTS
EXAMPLE:			100	\$ 50.00	\$ 5,000.00
Trucking/Semi	200 to 1,000	PER LOAD-TO AND FROM SHOP-SHOP MUST BE NO MORE THAN 20 MINUTES FROM CITY OF DARIEN LIMITS. TIPPING SITE WILL BE LOCATED WITHIN 20-25 MINUTES FROM THE CITY OF DARIEN	100	\$120	\$12,000
quote submitted November 2022 - sole bid				base rate	90 minute travel will be applied to each shift & a minimum of 6 hours. Hourly rate will be base rate plus FSC as per attached table. (ex. At current diesel cost \$5.38/gal, \$115 + 10.5% for total hourly rate of \$127.08)

From: Matt Lerner
To: Regina Kokkinis
Cc: Dan Gombac
Subject: Re: City of Darien
Date: Tuesday, September 12, 2023 11:59:26 AM

Hey Regina,

Apologize for the delay, getting back into things after some paternity leave. Yes, I confirm the pricing for 2024.

Thanks,

On Thu, Aug 31, 2023 at 8:55 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good morning,

Attached, please see the pricing schedule for 2024-25.

Please confirm that you are in agreement with the contract extension and unit pricing.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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<https://darien.il.us/reference-desk/directconnect-enews>

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RESOLUTION NO. _____

**A RESOLUTION APPROVING THE EXTENSION OF A PROPOSAL FROM XBE, LLC
TO PROVIDE TRUCKING SERVICES RELATING TO HAULING WASTE
GENERATED FROM EXCAVATIONS FOR A PERIOD OF MAY 1, 2024 THROUGH
APRIL 30, 2025**

**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 approves the extension of a proposal from XBE, LLC to provide trucking services relating to hauling waste generated from excavations for a period of May 1, 2024 through April 30, 2025, attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 2nd day of October 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 2nd day of October 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER - QUANTITY	2023-2024		2024-2025		2025-2026	
				UNIT PRICE PER HOUR	COSTS	UNIT PRICE PER HOUR	COSTS	UNIT PRICE PER HOUR	COSTS
EXAMPLE:			100	\$ 50.00	\$ 5,000.00	\$ 60.00	\$ 6,000.00	\$ 70.00	\$ 7,000.00
Trucking/Semi	200-1000	PER LOAD-TO AND FROM SHOP-SHOP MUST BE NO MORE THAN 20 MINUTES FROM CITY OF DARIEN LIMITS. TIPPING SITE WILL BE LOCATED WITHIN 20-25 MINUTES FROM THE CITY OF DARIEN	100	\$115 Base Rate	\$11,500.00	\$120 Base Rate	\$12,000.00	\$126.00 Base Rate	\$12,600.00
Company Name:		XBE, LLC							
Address:		520 W Pennway St, Suite 300, Kansas City, MO 64108							
Submitted By:		Matt Lerner							
Date:		November 7th, 2022							
Telephone Number-Office									
Cellular		402-290-7738							
Fax Number:									
E-mail Address:		matt-lerner@x-b-e.com							
Authorized Signature:		<i>Matt Lerner</i>							

Note: Trucking services shall be made available within 48 hours of initial request.

90 minutes travel will be applied to each shift and a minimum of 6 hours.

Hourly rate will be base rate plus FSC as per attached table. (ex. at current diesel cost \$5.38/gal, \$115 + 10.5% for total hourly rate of \$127.08)

City of Darien Fuel Surcharge Equivalency					
Zero Index Value	\$ 3.95				
Zero Index Intercept	29.6%				
Index Value >=	Index Value <	Index Value Mid	Expected	Calculated	Effective Hourly Rate:
\$ 3.90	\$ 4.00	\$ 3.95	0.00%	0.00%	\$115.00
\$ 4.00	\$ 4.10	\$ 4.05	0.75%	0.75%	\$115.86
\$ 4.10	\$ 4.20	\$ 4.15	1.50%	1.50%	\$116.73
\$ 4.20	\$ 4.30	\$ 4.25	2.25%	2.25%	\$117.59
\$ 4.30	\$ 4.40	\$ 4.35	3.00%	3.00%	\$118.45
\$ 4.40	\$ 4.50	\$ 4.45	3.75%	3.75%	\$119.31
\$ 4.50	\$ 4.60	\$ 4.55	4.50%	4.50%	\$120.18
\$ 4.60	\$ 4.70	\$ 4.65	5.25%	5.25%	\$121.04
\$ 4.70	\$ 4.80	\$ 4.75	6.00%	6.00%	\$121.90
\$ 4.80	\$ 4.90	\$ 4.85	6.75%	6.75%	\$122.76
\$ 4.90	\$ 5.00	\$ 4.95	7.50%	7.50%	\$123.63
\$ 5.00	\$ 5.10	\$ 5.05	8.25%	8.25%	\$124.49
\$ 5.10	\$ 5.20	\$ 5.15	9.00%	9.00%	\$125.35
\$ 5.20	\$ 5.30	\$ 5.25	9.75%	9.75%	\$126.21
\$ 5.30	\$ 5.40	\$ 5.35	10.50%	10.50%	\$127.08
\$ 5.40	\$ 5.50	\$ 5.45	11.25%	11.25%	\$127.94
\$ 5.50	\$ 5.60	\$ 5.55	12.00%	12.00%	\$128.80
\$ 5.60	\$ 5.70	\$ 5.65	12.75%	12.75%	\$129.66
\$ 5.70	\$ 5.80	\$ 5.75	13.50%	13.50%	\$130.53
\$ 5.80	\$ 5.90	\$ 5.85	14.25%	14.25%	\$131.39
\$ 5.90	\$ 6.00	\$ 5.95	15.00%	15.00%	\$132.25
\$ 6.00	\$ 6.10	\$ 6.05	15.75%	15.75%	\$133.11

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

A resolution accepting a proposal from Route 66 Asphalt Company for bituminous products as required for various Public Works projects at the specified unit pricing.

RESOLUTION

BACKGROUND

During the year the department removes and replaces various storm sewers and culvert pipes across driveway aprons and roadways for various Public Works projects. Restoration includes establishing uniform cuts, and the placement of binder and surface bituminous products.

Competitive quotes were requested for unit prices for binder and surface asphalt, and staff received four (4) competitive quotes on November 10, 2022. See [Attachment A](#). The request for quotes included two optional extensions for 2024 and 2025. The awarded bidder for 2023-24 did not submit pricing for subsequent years. Staff reached out to the next lowest bidder and secured pricing. See [Attachment B](#).

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project. The total estimated costs for all maintenance and budgetary programs for the bituminous products are estimated at approximately \$45,000.00.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving the resolution.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal approval.

				Tiles in Style LLC, DBA TAZA Supplies		K-Five Hodgkins LLC		Route 66 Asphalt Company		Orange Crush, LLC	
DESCRIPTION	QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS
<i>EXAMPLE:</i>			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. HMA SURFACE, MIX C, N50	200 - 2,000	TON	200	\$ 108.16	\$ 21,632.00	\$ 81.00	\$ 16,200.00	\$ 79.25	\$ 15,850.00	no bid	no bid
B. HMA BINDER COURSE, IL-19.0,N50	200 - 2,000	TON	200	\$ 92.95	\$ 18,590.00	\$ 74.00	\$ 14,800.00	\$ 73.25	\$ 14,650.00	nobid	no bid
TOTAL COSTS A + B					\$ 40,222.00		\$ 31,000.00		\$ 30,500.00		no bid

QUOTE AWARDED ON TOTAL COST

QUOTE SUBMITTED NOVEMBER 2022 FOR 2022-23

MEMO

From: Gormsen, Brian
To: Regina Kokkinis
Cc: Dan Gombac; Krug, Matthew
Subject: RE: City of Darien
Date: Tuesday, September 12, 2023 3:29:31 PM
Attachments: 2024-25 Route 66.pdf

Regina,

My apologies for the delay. Yes, we will honor the 2024-2025 pricing per the attached.

Thank you.

Brian Gormsen



Please visit our redesigned website at www.k-five.com

999 Oakmont Plaza Drive, Suite 200 | Westmont, IL 60559
Phone: 630-257-5600 | Fax: 630-257-6788 | Email: briang@k-five.net



Our vision:

The K-Five Construction family will be world-class innovative providers of infrastructure solutions, paving intimate relationships with customers and the industry through our valued employees.

From: Regina Kokkinis <rkokkinis@darienil.gov>

Sent: Tuesday, September 5, 2023 2:24 PM

To: Gormsen, Brian <briang@k-five.net>

Cc: Dan Gombac <dgombac@darienil.gov>

Subject: City of Darien

Hello,

Please review the attached quote that was submitted in November 2022 and advise if the amount submitted for 2024-25 would be honored.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services
City of Darien
630-353-8105

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RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM ROUTE 66 ASPHALT
COMPANY FOR BITUMINOUS PRODUCTS AS REQUIRED FOR VARIOUS PUBLIC
WORKS PROJECTS AT THE SPECIFIED UNIT PRICING**

**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 Route 66 Asphalt Company for bituminous products as required for various Public Works projects at the specified unit pricing, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 2nd day of October 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 2nd day of October 2023.

JOSEPH MARCHESE, MAYOR

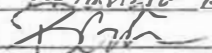
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

BITUMINOUS PRODUCT QUOTE

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2023/2024 PRICING		2024/2025 PRICING		2025/2026 PRICING	
				UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS	UNIT PRICE PICKED UP	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. HMA SURFACE, MIX C, N50	200 - 2,000	TON	200	\$ 73.00	\$ 14,600.00	\$ 79.25	\$ 15,850.00	\$ 84.25	\$ 16,850.00
B. HMA BINDER COURSE, IL-19.0,N50	200 - 2,000	TON	200	\$ 68.00	\$ 13,600.00	\$ 73.25	\$ 14,650.00	\$ 78.00	\$ 15,600.00
TOTAL COSTS A + B									
QUOTE AWARDED ON TOTAL COST									
Company Name:	Route 66 Asphalt Company								
Address:	1375 Juliet Road Romeville IL 60446								
Submitted By:	Brian Gormsen								
Date:	11/9/22								
Telephone Number:	630 257 5600								
Mobile Telephone Number:	847 226 4786								
Fax Number:	630 257 6788								
E-mail Address:	briang@k-five.net								
Authorized Signature:									

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

A resolution accepting a proposal from Landworks Ltd., at the schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2024 through April 30, 2025.

RESOLUTION

BACKGROUND

During the year the department requires the services of a landscaper to complete larger restoration projects from various Public Works projects, such as water main breaks, storm sewer and ditching projects. The City would provide topsoil to the proposed vendor, and the vendor would be required to grade the topsoil based on the cubic yards provided and would be required to purchase the sod, fertilizer and placement of the sod.

Competitive quotes were requested for the landscaping services on November 10, 2021 and staff received two (2) competitive quotes. See [Attachment A](#). The lowest competitive quote for 2024-25 was received from Landworks, Ltd. The pricing was confirmed on September 15, 2023. See [Attachment B](#).

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project requiring landscape services. The total estimated costs for all maintenance and budgetary programs for landscaping are estimated at approximately \$175,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving a resolution for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2024 through April 30, 2025.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal approval.

2024 RESTORATION SERVICES						Landworks, Ltd.		JC Landscaping & Tree Service	
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	2018 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE:	PER JOB				220	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00
A. LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	1	200	CUBIC YARDS	200	200	\$ 36.00	\$ 7,200.00	\$ 45.00	\$ 9,000.00
B. LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	201	750+	CUBIC YARDS	450	450	\$ 36.00	\$ 16,200.00	\$ 45.00	\$ 20,250.00
C. SOD -RESTORATION- INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	50	1,000	SQUARE YARD	750	750	\$ 12.50	\$ 9,375.00	\$ 12.00	\$ 9,000.00
D. SOD -RESTORATION- INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	1001	6,000+	SQUARE YARD	5100	5,100	\$ 12.50	\$ 63,750.00	\$ 12.00	\$ 61,200.00
TOTAL COSTS A+B+C+D							\$ 96,525.00		\$ 99,450.00

quote submitted November 2021 for 2022-23

MEMO

From: Gabriel Pizzuto
To: Regina Kokkinis
Cc: Doug Kuntz
Subject: Re: Landscape Restoration Quote 2022-2025
Date: Thursday, September 14, 2023 4:22:19 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Regina,

Our pricing is still valid through the 2024 season.

Thanks,

**Gabriel Pizzuto**

Director of Operations

P: 630-759-8200 ext. 205

E: gabriel@landworkslimited.com

751 North Bolingbrook Drive, Link 17
Bolingbrook, IL. 60440



From: Doug Kuntz <DKuntz@landworkslimited.com>
Date: Tuesday, September 12, 2023 at 3:51 PM
To: Gabriel Pizzuto <gabriel@landworkslimited.com>
Subject: FW: Landscape Restoration Quote 2022-2025

Thank you,

Douglas Kuntz
Senior Project Manager



Landworks Limited

Landscape Architects & Contractors

751 N. Bolingbrook Drive #17

Bolingbrook, IL 60440

630.417.0060 cell

630.759.8200 office

From: Regina Kokkinis <rkokkinis@darienil.gov>
Sent: Tuesday, September 12, 2023 3:25 PM
To: Doug Kuntz <DKuntz@landworkslimited.com>
Cc: Dan Gombac <dgombac@darienil.gov>
Subject: FW: Landscape Restoration Quote 2022-2025

Hello,

Please review the attached quote that was submitted in November 2021 and advise if the amount submitted for 2024-25 would still be honored.

Thank you,

Regina Kokkinis
Administrative Assistant, Municipal Services
City of Darien
630-353-8105

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-----Original Message-----

From: Regina Kokkinis
Sent: Tuesday, August 29, 2023 12:15 PM
To: 'Alyssa Sohn' <Alyssa@landworkslimited.com>
Cc: Dan Gombac <dgombac@darienil.gov>
Subject: Landscape Restoration Quote 2022-2025

Hello,

Please review the attached quote that was submitted in November 2021 and advise if the amount submitted for 2024-25 would still be honored.

Thank you,

Regina Kokkinis
Administrative Assistant, Municipal Services City of Darien
630-353-8105

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RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM LANDWORKS, LTD. AT THE
SCHEDULE OF PRICES FOR THE PLACEMENT OF TOPSOIL AND FOR THE
PURCHASE AND PLACEMENT OF FERTILIZER AND SOD FOR LANDSCAPE
RESTORATION SERVICES FOR A PERIOD OF
MAY 1, 2024 THROUGH APRIL 30, 2025**

**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 from Landworks, Ltd., at the schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2024 through April 30, 2025, attached hereto as “Exhibit A” and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 2nd day of October, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 2nd day of October, 2023.

JOSEPH MARCHESE, MAYOR


ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

LANDSCAPING QUOTE REQUEST

2022 RESTORATION SERVICES						2022 - 2023		2023 - 2024		2024 - 2025	
DESCRIPTION	MINIMAL QUANTITY- RANGE	MAXIMUM QUANTITY- RANGE	UNIT	2022 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE:	PER JOB				220	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00
A. LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	1	200	CUBIC YARDS	200	200	\$33.75	\$6,750.00	\$34.50	\$6,900.00	\$36.00	\$7,200.00
B. LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	201	750+	CUBIC YARDS	450	450	\$33.75	\$15,187.50	\$34.50	\$15,525.00	\$36.00	\$16,200.00
C. SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT- CITY WILL BE RESPONSIBLE FOR WATERING	50	1,000	SQUARE YARD	750	750	\$11.00	\$8,250.00	\$11.85	\$8,887.50	\$12.50	\$9,375.00
D. SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT- CITY WILL BE RESPONSIBLE FOR WATERING	1001	6,000+	SQUARE YARD	5100	5,100	\$11.00	\$56,100.00	\$11.85	\$60,435.00	\$12.50	\$63,750.00
TOTAL COSTS A+B+C+D							\$86,287.50		\$91,747.50		\$96,525.00
Company Name:	Landworks Ltd.										
Address:	751 N. Bolingbrook Drive, #17, Bolingbrook, IL 60440										
Submitted By:	Joseph Pizzuto										
Date:	11/10/2021										
Telephone Number:	630.759.8200x204										
Mobile Telephone Number:	630.759.8200x204										
Fax Number:	630.679.1358										
E-mail Address:	alyssa@landworksllc.com										
Authorized Signature:	 Joseph Pizzuto, President										

Note: Hauling will be provided through a City contracted trucking vendor and/or City of Darien

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

A resolution authorizing to extend a proposal from 119th St Materials for tipping and transfer fees at the proposed unit prices for certain generated waste from various Public Works Projects.

RESOLUTION

BACKGROUND

During the year the department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects. Staff requested competitive quotes on November 10, 2022 for the services and received one (1) competitive quote, see [Attachment A](#). The sole bid was provided by, 119th St Materials. The price extension for 2024-25 was confirmed on September 15, 2023. See [Attachment B](#).

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for this item are \$65,000.00 pending Capital Project budget approval. Staff secured pricing for the next fiscal year

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving the resolution.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal approval.

				119th Street Materials					
DESCRIPTION	QUANTITY-RANGE	MATERIAL/UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			50	\$1.00	\$ 50.00	\$ 1.00	\$ 50.00	\$ 1.00	\$ 50.00
A. Dump/Transfer Fee	50 - 1000	Clay Per Load - 4 Wheeler	50	\$ 57.30	\$ 2,865.00				
B. Dump/Transfer Fee	50 - 1000	Clay Per Load - 6 Wheeler	50	\$ 77.30	\$ 3,865.00				
C. Dump/Transfer Fee	50 - 1000	Clay Per Load - Semi	50	\$ 87.30	\$ 4,365.00				
D. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 4 Wheeler	50	\$ 57.30	\$ 2,865.00				
E. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 6 Wheeler	50	\$ 77.30	\$ 3,865.00				
F. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - Semi	50	\$ 87.30	\$ 4,365.00				
COSTS A-F					\$ 22,190.00				
G. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 4 Wheeler	50	\$ 445.00	\$ 22,250.00				
H. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 6 Wheeler	50	\$ 55.00	\$ 2,750.00				
I. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - Semi	50	\$ 75.00	\$ 3,750.00				
SUB-TOTAL (A-I)					\$ 50,940.00				
J. Dump/Transfer Fee	50 - 1000	Sod Per Load - 4 Wheeler	50	\$ -	\$ -				
K. Dump/Transfer Fee	50 - 1000	Sod Per Load - 6 Wheeler	50	\$ -	\$ -				
L. Dump/Transfer Fee	50 - 1000	Sod Per Load - Semi	50	\$ -	\$ -				
Sod Dumping SUB-TOTAL					\$ -				
TOTAL COSTS A - L					\$ 50,940.00				

Note: Hauling will be provided through a City contracted trucking vendor and/or City of Darien

From: james barry
To: Regina Kokkinis
Cc: Dan Gombac; Info; Alfonso Alvarado Re:
Subject: City of Darien RFQ
Date: Monday, September 18, 2023 7:28:39 AM
Attachments: Exhibit A - 2023 Dump Transfer Fees.pdf

Regina,
On behalf of 119th Street Materials, I am pleased to extend the pricing through 2024 to 2025.
We appreciate and value you as a customer.
Thank you.

Jim Barry

On Wednesday, September 13, 2023 at 03:26:18 PM CDT, Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached is the 2023 pricing schedule.
Please confirm that you are in agreement with extending the 2023-24 unit pricing for 2024-25.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING TO EXTEND A PROPOSAL FROM 119TH ST
MATERIALS FOR TIPPING AND TRANSFER FEES AT THE PROPOSED UNIT
PRICES FOR CERTAIN GENERATED WASTE FROM VARIOUS PUBLIC WORKS
PROJECTS**

**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 authorizes to extend a proposal from 119th St Materials for tipping and transfer fees at the proposed unit prices for certain generated waste from various Public Works Projects, attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 2nd day of October 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 2nd day of October 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DUMP / TRANSFER FEE QUOTE

prices extended for 2024-25
see attachment b

DESCRIPTION	QUANTITY-RANGE	MATERIAL/UNIT	MULTIPLIER QUANTITY	2023-2024		2024-2025		2025-2026	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			50	\$ 1.00	\$ 50.00				
A. Dump/Transfer Fee	50 - 1000	Clay Per Load - 4 Wheeler	50	57.30	2,865.00	\$57.30	\$2,865		
B. Dump/Transfer Fee	50 - 1000	Clay Per Load - 6 Wheeler	50	77.30	3,865.00	\$77.30	\$3,865		
C. Dump/Transfer Fee	50 - 1000	Clay Per Load - Semi	50	87.30	4,365.00	\$87.30	\$4,365		
D. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 4 Wheeler	50	57.30	2,865.00	\$57.30	\$2,865		
E. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - 6 Wheeler	50	77.30	3,865.00	\$77.30	\$3,865		
F. Dump/Transfer Fee	50 - 1000	Mixed Rock/Clay Per Load - Semi	50	87.30	4,365.00	\$87.30	\$4,365		
G. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 4 Wheeler	50	45.00	2,250.00	\$45.00	\$2,250		
H. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - 6 Wheeler	50	55.00	2,750.00	\$55.00	\$2,750		
I. Dump/Transfer Fee	50 - 1000	Aggregate Per Load - Semi	50	75.00	3,750.00	\$75.00	\$3,750		
J. Dump/Transfer Fee	50 - 1000	Sod Per Load - 4 Wheeler	50	N/A	N/A	N/A	N/A		
K. Dump/Transfer Fee	50 - 1000	Sod Per Load - 6 Wheeler	50	N/A	N/A	N/A	N/A		
L. Dump/Transfer Fee	50 - 1000	Sod Per Load - Semi	50	N/A	N/A	N/A	N/A		
TOTAL COSTS A - L									
QUOTE AWARDED ON TOTAL COST									
Company Name:	119TH STREET MATERIALS								
Address:	22957 W. 119TH STREET, PLAINFIELD, IL 60585								
Submitted By:	JAMES BARRY								
Date:	10-27-2022								
Telephone/FAX:	815-324-4119								
Mobile Number:	630-606-7000								
E-mail Address:	jib8454@YAHOO.COM								
Authorized Signature:									

Note: Hauling will be provided through a City contracted trucking vendor and/or City of Darien

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

A resolution accepting a proposal to extend prices from M & J Asphalt Paving Company, Inc., for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2024 through April 30, 2025.

RESOLUTION

BACKGROUND

During the year the department removes and replaces various storm sewers, culvert pipes and water main break repairs across driveway aprons and roadways for various Public Works projects. Restoration for the driveways includes establishing uniform cuts, asphalt removal and replacement.

On November 10, 2022, competitive quotes for the removal and replacement of bituminous aprons and road patches were requested. Staff received one (1) competitive quote. The sole bid was submitted by M & J Asphalt Paving Company, Inc. See [Attachment A](#). The request for quotes included two optional extensions for 2024 and 2025. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The extension was confirmed on September 20, 2023, see [Attachment B](#).

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project. The total estimated costs for all maintenance and budgetary programs for the bituminous products are estimated at approximately \$75,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with M & J Asphalt Paving Company, Inc.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023 City Council agenda for formal approval.

BITUMINOUS SURFACE-DRIVEWAY/APRONS/STREETS
2024-2025

				M & J Asphalt Paving Company, Inc.	
DESCRIPTION	QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE PER SQUARE YARD	COSTS
<i>EXAMPLE:</i>			100	\$ 1.00	\$ 100.00
A. BITUMINOUS DRIVEWAY APRONS COST FOR PREPERATION AND PLACEMENT OF 3-INCHES-BITUMINOUS SURFACE-INCLUDED IS SAWCUTING AND COMPACTION	Less than 50	SQUARE YARD	50 SQUARE YARD	\$ 96.50	\$ 4,825.00
	50 - 100	SQUARE YARD	100 SQUARE YARD	\$ 50.50	\$ 5,050.00
	101 - 200	SQUARE YARD	200 SQUARE YARD	\$ 46.25	\$ 9,250.00
B. BITUMINOUS ROADWAY PATCHES/CROSSING COST FOR PREPERATION AND PLACEMENT OF 5- INCHES-BITUMINOUS SURFACE (3 INCHES BINDER AND 2 INCHES BITUMINOUS SURFACE)-INCLUDED IS SAWCUTING AND COMPACTION	200 +	SQUARE YARD	200 SQUARE YARD	\$ 70.00	\$ 14,000.00
TOTAL COSTS A + B				\$ 263.25	\$ 33,125.00

quote submitted November 2022 - sole bidder

MEMO

From: Mike Denault
To: Regina Kokkinis
Cc: Dan Gombac; Nick Distasio
Subject: Re: City of Darien 2023 Bituminous Surface-rcv
Date: Wednesday, September 20, 2023 12:03:41 PM
Attachments: Outlook-zrmpyjzn.png
 2023 Bituminous Surface-rcv.pdf

Hello Regina

M & J Asphalt is in agreement with extending the 2023-24 unit pricing for 2024-25

mjworks.com

Michael Denault
 Senior Estimator

O: (708) 222-1200 | F: (708) 222-1213 | M: (708) 431-4683
 3124 S. 60th Court, Cicero, IL 60804



+ GENERAL CONTRACTING
 + ENVIRONMENTAL / INDUSTRIAL
 + CIVIL CONSTRUCTION
 + SNOW & ICE CONTROL

From: Regina Kokkinis <rkokkinis@darienil.gov>
Sent: Monday, September 18, 2023 9:47 AM
To: Mike Denault <mdenault@mjworks.com>
Cc: Dan Gombac <dgombac@darienil.gov>
Subject: City of Darien 2023 Bituminous Surface-rcv

Good morning,

Attached is the bituminous surface pricing schedule.
 Please confirm that you are in agreement with extending the 2023-24 unit pricing for 2024-25.

Thank you,

Regina Kokkinis
 Administrative Assistant, Municipal Services
 City of Darien
 630-353-8105

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RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL TO EXTEND PRICES FROM M & J ASPHALT PAVING COMPANY, INC., FOR THE REMOVAL AND REPLACEMENT OF BITUMINOUS APRONS AND ROAD PATCHES AT THE PROPOSED UNIT PRICING AS REQUIRED FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2024 THROUGH APRIL 30, 2025

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 to extend prices from M & J Asphalt Paving Company, Inc., for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2024 through April 30, 2025, attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of October 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of October 2023.

JOSEPH MARCHESE, MAYOR

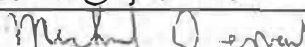
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Prices extended for 2024-2025

				2023-2024		2024-2025		2025-2026	
DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE PER SQUARE YARD	COSTS	UNIT PRICE PER SQUARE YARD	COSTS	UNIT PRICE PER SQUARE YARD	COSTS
<i>EXAMPLE:</i>			100	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
A. BITUMINOUS DRIVEWAY APRONS COST FOR PREPARATION AND PLACEMENT OF 3-INCHES-BITUMINOUS SURFACE-INCLUDED IS SAWCUTING AND COMPACTION	Less than 50	SQUARE YARD	SQUARE YARD	\$96.50	\$4,825.00	\$109.00	\$5,450.00	\$122.00	\$6,100.00
	50 - 100	SQUARE YARD	SQUARE YARD	\$50.50	\$5,050.00	\$58.00	\$5,800.00	\$65.50	\$6,550.00
	101 - 200	SQUARE YARD	SQUARE YARD	\$46.25	\$9,250.00	\$54.50	\$10,900.00	\$60.00	\$12,000.00
B. BITUMINOUS ROADWAY PATCHES/CROSSING COST FOR PREPARATION AND PLACEMENT OF 5- INCHES-BITUMINOUS SURFACE (3 INCHES BINDER AND 2 INCHES BITUMINOUS SURFACE)-INCLUDED IS SAWCUTING AND COMPACTION	200 +	SQUARE YARD	SQUARE YARD	\$70.00	\$14,000.00	\$81.90	\$16,380.00	\$90.00	\$18,000.00
TOTAL COSTS A + B					\$33,125.00		\$38,530.00		\$42,650.00
QUOTE AWARDED ON TOTAL COST									
Company Name:		M & J Asphalt Paving Company, Inc.							
Address:		3124 S. 60th Court Cicero, Illinois 60804							
Submitted By:		Michael Denault, Project Administrator							
Date:		November 10, 2022							
Telephone Number:		708-222-1200							
Mobile Telephone Number:		708-431-4683							
Fax Number:		708-222-1213							
E-mail Address:		mdenault@mjworks.com							
Authorized Signature:									

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 103, from JX Truck Center, an amount not to exceed \$130,730.23

AND

Approval of a [resolution](#) accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$172,911.00.

BACKGROUND/HISTORY

The new Peterbilt was approved for replacement April 18, 2022, see [Attachment A](#). The inventory continues to lag behind demand and again production is not estimated to return to capacity for the foreseeable future. Staff also received notification recently that pricing will be increasing due to labor costs and EPA related equipment mandates. The vehicle up for replacement is a 2015 International MaxxForce that received a 54.74 rating with approximately 23,720 miles, along with additional idling time and continues to experience issues with the diesel particulate filter, EGR cooler and multiple turbo issues. The unit has continued to have mechanical issues and costly repairs and requires replacement. The department has discontinued utilizing the International truck line and reverting to the Peterbilt line for the last four years. The Peterbilt continues provide very reliable performance.

The Peterbilt cab and chassis will be purchased from JX Truck Center, delivered to Monroe Truck Equipment for the dump body, pneumatic and hydraulic controls, snowplow equipment package and safety lighting. Both the cab & chassis as well as the body and snowplow equipment would be purchased through the Sourcewell Purchasing Cooperative, under Contract No 060920-PMC.

While the FY22/23 Budget includes funding for the vehicle and equipment, there will be a shortfall in the amount of \$15, 641. Staff does not plan on taking delivery of the vehicle at the earliest, until May 2024. Funds will be carried over and adjusted for the FYE 24/25 Budget. The proposed funds are currently budgeted and would be expended from the following account in the event the vehicle is delivered prior to May 1, 2024.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22/23 BUDGET-CARRYOVER	EXPENDITURE	BALANCE
01-30-4815	Capital Purchases Truck Replace Unit 103 Cab & Chassis	\$ 290,000.00	\$ 130,730.23	\$ 159,269.77
01-30-4815	Capital Purchases Truck Replace Unit 103 Dump & Snow Plowing Equipment	N/A	\$ 172,911.00	(\$ 13,641.23)
01-30-4815	Capital Purchases Utility Truck Unit 103 Striping	N/A	\$ 2,000.00	(\$ 15,641.23)

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the purchase of one (1) new 2024 Peterbilt Model 548 Cab and Chassis, to replace unit 103, from JX Truck Center in an amount not to exceed \$130,730.23

AND

Approval of a resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body and snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 348, in an amount not to exceed \$172,911.00

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023, City Council agenda for formal consideration.

AGENDA MEMO**City Council****April 18, 2022****ISSUE STATEMENT**

Approval of a **resolution** authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 103, from JX Truck Center, an amount not to exceed \$119,622.

AND

Approval of a **resolution** accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$167,361.

AND

Accepting a proposal from Jake the Striper for truck graphics in an amount not to exceed \$2,000.

BACKGROUND/HISTORY

The vehicle up for replacement is a 2015 International MaxxForce that received a 54.74 rating with approximately 23,720 miles, and is starting to experience issues with the diesel particulate filter, EGR cooler and multiple turbo issues. The unit has continued to have mechanical issues and costly repairs and requires replacement. See **Attachment A**. The department has been utilizing the Peterbilt line for the last three years and has provided very reliable performance.

The cab and chassis will be purchased from JX Truck Center, delivered to Monroe Truck Equipment for the dump body, pneumatic and hydraulic controls, snowplow equipment package and safety lighting. Both the cab & chassis as well as the body and snowplow equipment would be purchased through the Sourcewell Purchasing Cooperative, under Contract No 060920-PMC. See **Attachment B**.

The FY22/23 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	EXPENDITURE	BALANCE
01-30-4815	Capital Purchases Truck Replace Unit 103 Cab & Chassis	\$ 305,000.00	\$ 119,622.00	\$ 185,843.00
01-30-4815	Capital Purchases Truck Replace Unit 103 Dump & Snow Plowing Equipment	N/A	\$ 167,361.00	\$ 40,363.00
01-30-4815	Capital Purchases Utility Truck Unit 103 Striping	N/A	\$ 2,000.00	\$ 38,363.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the purchase of one (1) new 2024 Peterbilt Model 548 Cab and Chassis, to replace unit 103, from JX Truck Center in an amount not to exceed \$119,622.

AND

Approval of a resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body and snow plow equipment package, lighting accessories, and hydraulic controls, for

the 2024 Peterbilt Model 348, in an amount not to exceed \$167,361.

AND

Accepting a proposal from Jake the Striper for truck graphics in an amount not to exceed \$2,000.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 18, 2022, City Council agenda for formal consideration.

7-31-21

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	103	DEPARTMENT	Street	DATE
MODEL YEAR	2015	MODEL	maxx Force	10-24-21
CURRENT MILEAGE	23,720	CURRENT HOURS		
			MAXIMUM POINTS	VEHICLE SCORE
AGE				
	Department	Street		
	Life Expectancy	12		
	Age as of Report Date	12		
	AGE: Meets Requirements		20	12
USAGE				
	MILES	23,720		
	HOURS			
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE: Meets Requirements		20	4.74
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	8
MAINTENANCE AND REPAIR COSTS				
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE	138,680.00		
	LIFE TO DATE REPAIR COST	16,814.75		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	12.12%		

UNIT NO	103	DEPARTMENT		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	3
CONDITION:				
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)			
	CONDITION: Meets Requirements		15	7
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5	5
TOTAL POINTS			100	54.74

CITY OF DARIEN
Repair Transaction Cost Detail by Equipment#

Equipment#	Repair Order#	Date	Meter(1)	Shop Loc/ Rep Class	Rep Reason/ Rep Site			
103	0000030850	04/23/15	1209	01/03	01/01			
	<u>Group-System/</u>			<u>Mech/Vendor</u>	<u>Work Acc</u>	<u>Part(\$)</u>	<u>Labor(\$)</u>	<u>Hours</u>
	03-06 - DOORS			002		195.20	30.00	2.00
103	0000030865	04/29/15	1209	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
103	0000031012	10/16/15	2635	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
103	0000031021	12/03/15	3542	01/03	01/01			
	03-07 - INTERIOR			002		74.13	45.00	3.00
103	0000031091	04/29/16	5419	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
103	0000031185	10/28/16	6311	70/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
103	0000031320	04/30/17	8051	01/01	08/03			
	01-PME - PREV. MAINT.					30.00	0.00	0.00
103	0000031511	10/04/17	9082	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
103	0000031598	01/02/18	9930	01/03	01/01			
	01-PMA - PREV. MAINT.			002		173.97	22.50	1.50
	0000031619	03/14/18	11414	01/03	01/01			
	09-65 - PLOWS			002		458.65	22.50	1.50
103	0000031626	03/21/18	11418	01/03	01/01			
	06-34 - LIGHTING SYS			002		81.98	15.00	1.00
	09-64 - AUGERS & V-BOXS			002		239.00	67.50	4.50
103	0000031657	04/04/18	11438	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
103	0000031681	05/14/18	11701	01/01	08/01			
	03-07 - INTERIOR			002		144.58	15.00	1.00
103	0000031809	10/01/18	12334	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
103	0000032027	11/12/19	12637	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	40.50	0.00
103	0000032038	11/12/19	12637	01/01	08/01			
	03-06 - DOORS			TOM		45.00	20.65	0.50
103	0000032060	12/03/19	17014	01/01	01/01			
	09-57 - HYDRAULIC SYS			TOM		153.66	82.60	2.00
103	0000032128	04/02/20	18686	01/01	01/01			
	03-07 - INTERIOR			TOM		860.00	206.50	5.00
	01-PMA - PREV. MAINT.			TOM		140.69	0.00	0.00
103	0000032177	06/04/20	18990	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	44.50	0.00
103	0000032198	07/01/20	19014	01/01	08/01			
	01-PMB - PREV. MAINT.			TOM		308.55	206.50	5.00
103	0000032314	12/04/20	19936	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	40.50	0.00
103	0000032328	01/11/21	20347	01/01	01/03			

CITY OF DARIEN
 Repair Transaction Cost Detail by Equipment#

Equipment#	Repair Order#	Date	Meter(1)	Shop Loc/ Rep Class	Rep Reason/ Rep Site			
103	07-45 - POWER PLANT					12,000.00	0.00	0.00
	0000032369	03/04/21	22219	01/01	01/01			
	<u>Group-System/</u>			<u>Mech/Vendor</u>	<u>Work Acc</u>	<u>Part(\$)</u>	<u>Labor(\$)</u>	<u>Hours</u>
	06-35 - BATTERY			TOM		389.85	41.30	1.00
103	0000032370	03/04/21	22264	01/01	01/01			
	03-07 - INTERIOR			TOM		0.00	61.95	1.50
103	0000032434	05/03/21	23241	01/01	08/03			
	01-PMF - PREV. MAINT.					0.00	40.50	0.00
103	0000032489	07/31/21	23720	01/01	01/03			
	07-43 - EXHAUST SYS					2,172.70	0.00	0.00
	Equipment# - 103	Total				17,467.96	1,213.00	29.50
	Grand Total					17,467.96	1,213.00	29.50

\$16,814.75

QUOTE



Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
Bolingbrook IL 60440
(630) 616-3933

Date: _____
Quote #: DE 01 781
Type: Cash
Salesperson: Tor Larkin
PO #: _____

VILLAGE OF DARIEN
1041 S FRONTAGE RD
DARIEN IL 60561
P:() -

Travel #103

The quote is for budgetary reasons. Final price TBD. Sourcewell contact #060920-PMC.

Stock#:	VIN:TBD	2024 PETERBILT 548	Price:	\$116,167.00
		heated windshield		\$800.00
		5yr/100k engine and aftertreatment warranty		\$2,190.00
		Monroe body #4BD0005626		<u>\$145,015.00</u>
		Per Unit:		<u>\$264,172.00</u>

Stock#:	VIN:	2024 PETERBILT 548	Price:	\$116,167.00
		Monroe quote #4BD0005580-1		\$162,155.00
		5yr/100k engine and aftertreatment warrant		\$2,190.00
		heated windshield		<u>\$800.00</u>
		Per Unit:		<u>\$281,312.00</u>

Total Price	\$545,484.00
Documentation Fee	\$600.00
Title Fee	\$310.00
IL ERT Fee	\$20.00
Total	<u>\$546,414.00</u>

\$116,167.00	116,167.00 +
*800.00	800.00 +
\$2,190.00	2,190.00 +
\$145,015.00	145,015.00 +
+ 300.00	300.00 +
155.00	155.00 +
10.00	10.00 +
	264,637.00 ◊
	22,346.00 +
	2,000.00 +
	288,983.00 ◊

\$264,637.00

\$22,346.00

\$2,000.00 Graphics



812 Draper Avenue
Joliet, IL 60432
Sales Rep: Tom Markel
Ph: (331) 229-0744
www.MonroeTruck.com

J.O. #

Quotation ID: 4BD0005626

Date: 3/24/2022

Valid thru: 4/23/2022

Terms: NET 30

Quoted by: Bob Drews

Ph/Fax: 815-280-4237 / 815-727-5429

Quoted to:

JX ENTERPRISES (BOLINGBROOK) (ATTN: TOR LARKIN)

1320 WALNUT RIDGE DR, STE 100

HARTLAND, WI 53029

Ph: 847-395-7222 / Fax: 847-395-7240

Email:

VILLAGE OF DARIEN, IL

Chassis Information

Year: 2023	Make: PETERBILT	Model: 548	Chassis Color:	Cab Type:
Single/Dual: DRW	CA: 102.0	CT:	Wheelbase:	Engine: DIESEL
			F.O. Number #:	Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description

Amount

MULTI-PURPOSE DUMP BODY PATROL TRUCK PACKAGE SKU # 9TRR000708

DUMP BODY - 10' CRYSTEEL SELECT

- 84" I.D. & 96" O.D.

- SIDES: 32", 7GA 304 2B STAINLESS STEEL - SINGLE PANEL W/ RUBRAIL AND PRESSED HORZ. "V"

- FRONT: 52", 7GA 304 2B STAINLESS STEEL

- REAR: 42", 7GA 304 2B STAINLESS STEEL W/ INTERNAL S.S. D-RING

- FLOOR: 1/4" AR450 STEEL

- 8" WESTERN TUBULAR UNDERSTRUCTURE

- 2-5/8" SAFETY STEP WALK RAIL BOTH SIDES (STAINLESS)

- 3 STEP SLIDE-OUT LADDER & GRAB HANDLES ON DRIVER'S SIDE OF BODY

- STEP ON INSIDE OF DUMP BODY

- AIR OPERATED TAILGATE

- STAINLESS STEEL HARDWARE BELOW FLOOR FOR TAILGATE

- ILLINOIS DOT 1/2 CABSHIELD

- VIBRATOR

- RED/WHITE REFLECTIVE TAPE ACROSS THE BACK OF THE CAB AND SIDES OF BODY

- (2) SS SPRING LOADED SHOVEL HOLDERS - ONE EACH SIDE

- BODY UP INDICATOR PROGRAMMED INTO 5100 CONTROLLER

- RUBBER FLAPS IN FRONT OF REAR WHEELS W/ CHAINS

- RUBBER REAR FLAPS

MAILHOT G490-4.25-3DA TRUNION LIFT TELESCOPIC HOIST

SPILLSHIELD: 12" X 7 GA., STAINLESS STEEL

TAPERED SIDEBORDS

- 7GA 304 STAINLESS STEEL MATERIAL

- DOUBLE WALL

- DIRT SHEDDING

- 20" AT FRONT SLOPING TO 10" @ REAR

CUSTOM CHIPPER CAP

- ALL 12 GA. 304 2B STAINLESS STEEL

- BOLTS ONTO RDS BODY

- 26" TALL HALF TAILGATE ALLOWS THE CHIPPED MATERIAL TO BLOW INTO THE HOPPER

- GATE WILL BE DESIGNED TO PIN INTO THE BODY IN PLACE OF THE REGULAR GATE WHEN THE CHIPPER CAP IS INSTALLED

- SINGLE PANEL WITH PRESSED HORIZONTAL SIDES - CENTRALLY LOCATED & ONE ON TOP

- TWO VENTS LOCATED ON THE UPPER SIDE TOWARDS THE FRONT OF THE CAP

PULLTARP BRAND TARP ASSEMBLY

- GALVANIZED STEEL HOUSING

- ASPHALT TARP WITH SIDE FLAPS

- FULLY RETRACTABLE W/O ARMS



Description**Amount****REAR HITCH**

- 1" PINTLE PLATE WITH 3/4" D-RINGS
- PINTLE HOOK W/MOUNTING, 50TON
- 6 PRONG TRAILER PLUG
- RELOCATE O.E.M. TRAILER PLUG
- BACK UP ALARM
- ELECTRIC BRAKE CONTROLLER

LIGHTS - WHELEN, JUSTICE SUPER LED ILL STROBE SYSTEMS, 72"LIGHT BAR

- 72" JUSTICE LED LIGHT BAR MOUNTED ON ROOF WITH LED SCENE LIGHTS
- LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
- 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
- 2 LED SPREADER LIGHTS
- 2-YEAR WARRANTY
- UTILIZE O.E.M. S/T/T B/U LAMPS ON FRAME OF CHASSIS

PRE-WET SYSTEM - DUAL 120 GAL TANKS BEHIND THE CAB

- POLY TANKS W/ S.S. CRADLE
- HYDRAULIC 7 GPM PUMP
- CLOSED LOOP
- CROSS OVER KIT FOR TANKS
- FLUSH KIT W/ 3 GAL TANK
- BULK-FILL KIT
- QUICK DISCONNECT FOR SLURRY BAR

PLOW HITCH:

- MC7082 QUICK HITCH W/FLAT FOLD CAPABILITY
- 4" X 10" DOUBLE ACTING LIFT CYLINDER
- REINSTALL FACTORY BUMPER
- HEATED LED PLOW LIGHTS MOUNTED ON STAINLESS STEEL BRACKETS

MONROE TORSION TRIP EDGE "J" STYLE POLY REVERSIBLE PLOW**STANDARD EQUIPMENT:**

- 45" HIGH X 11' LENGTH
- (10) 1/2" ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP
- CARBIDE CUTTING EDGE W/ COVER BLADE
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- HEAVY DUTY PUSHFRAME WITH 2" MOUNTING PLATE AND 2" BOLT HOLE
- RIGHT HAND MAILBOX TRIM PER OPTIMUM DIMENSION AT FULL REVERSE ANGLE
- (2) DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- MTE QUICK HITCH PLOW SIDE ATTACHMENT
- RUBBER SNOW DEFLECTOR
- FLOURESCENT ORANGE MARKERS
- CURB SHOES ON BOTH SIDES

MONROE UNDER-TAILGATE, DIRECT DRIVE SPREADER (MS966-RF-DD) W/ SPEED SENSOR

- 201 STAINLESS STEEL
- 6" DIA. AUGER W/ REVERSE FLIGHTING FOR LEFT OF CENTER DISCHARGE
- 7 GA., 96" TROUGH W/ 1/4" END PLATES
- ONE-PIECE, REMOVABLE & HINGED, COMBINATION COVER & REAR PANEL
- HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES
- QUICK DETACH MOUNTING BRACKETS
- TAILGATE SHIELDS
- STAINLESS STEEL SELF-LEVELING SPINNER ASSEMBLY W/ POLY DISK
- THREE LIGHT LED CLUSTER MOUNTED ON REAR OF SPREADER
- SLURRY BAR FOR PRE-WET
- INSTALLED

MANUAL/ELECTRIC HYDRAULICS PACKAGE**STANDARD EQUIPMENT:**

Description**Amount**

- CLOSED LOOP FOR SPREADER AND PRE-WET
- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL
- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM
- 40 GALLON CAPACITY FILTER STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER MOUNTED IN CRADLE BEHIND CAB ABOVE FRAME
- FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- VALVE ENCLOSURE MOUNTED IN CRADLE BEHIND CAB
- STAINLESS STEEL LINES TO REAR
- STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER
- MANUAL LEVER CONTROLS
- LUCHBOX SYTLE CONTROL STAND
- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL
- SWITCH PANEL
- FORCE AMERICA WIRELESS ARC PAVEMENT MONITOR
- BLAST/PASS BUTTON MOUNTED ON PLOW LEVER
- INSTALLED

BRIGADE DASH-MOUNTED BACKUP CAMERA SYSTEM

- (2) LOW-LIGHT CAMERAS W/ INTEGRAL SUNSHIELD & BUILT-IN MICROPHONE
- SPLIT SCREEN MONITOR W/ 7" ANTI-GLARE, COLOR SCREEN, BUILT-IN SPEAKER, CLIP-IN SUNSHIELD
- WASH/DRY FOR BOTH CAMERAS

Quote Total: \$145,015.00**Additional Options:****Description****Amount****Add to quote?****10' MONROE 4500 SERIES EXTRA HEAVY DUTY UNDERBODY SCRAPER****\$22,346.00****Yes / No****STANDARD EQUIPMENT:**

- 1" THICK X 20" HIGH MOLDBOARD
- 5" CENTER PIN WITH THREE 3/4" MOUNTING BOLTS
- 2 1/2" DIAMETER HINGE SHAFT
- (2) HEAVY DUTY SHOCK ABSORBERS
- (2) 3 1/2" ACTUATING CYLINDERS
- 400 PSI CUSHION VALVE
- 1" SOLID NOTCH-LESS REVERSING CIRCLE (CAN ROTATE A FULL 45 DEG.)
- 4" REVERSING CYLINDERS W/ 2" CYLINDER RODS
- CONTOURED HOLD-DOWN BLOCKS WITH 3/8" UHMV POLY WEAR PLATES
- 96" LONG SOLID SHAFT HINGE WITH 3 ANCHOR PLATES
- ALL HINGES ARE GUSSETED WITH 1/2" MATERIAL
- HANGER PLATES: 3/4" X 25.5W" X 22"H, 1.25 GAUGE
- GREASE LINE EXTENSION: 19-BANK (LUBRICATES THE TRUNNIONS)
- (2) CURB GUARDS: WRAP-AROUND
- POWDER COATED BLACK
- INSTALLED

8' MONROE MID-MOUNT JUNIOR PATROL WING (RIGHT SIDE)**\$17,909.00****Yes / No**

- 31" High Inboard, 36.5" Outboard, 3/16" Thick Moldboard
- 4" X 4" X 3/4" Bottom Angle
- 1/2" Thick One-Piece Vertical & Interlaced Designed Horizontal Ribs
- Mailbox Trim on Discharge End
- Standard 100% Welded
- Shot-Blasted & Powder-Coated Orange
- Powder-Coated Black Hardware
- Para-Glide wing post
- Wrap around curb guard
- 36" Flourescent orange marker on discharge end
- (1) LED wing light
- (2) Wing mounted LED amber strobes
- Installed

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.
- 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:	



Peterbilt Illinois-Joliet (P128)
535 East S. Frontage Rd
Bolingbrook, Illinois 60440

City Of Darien
1702 Plainfield Rd
Darien, Illinois 60561
United States of America

Tor Larkin
Cell Phone:
Office Phone: 630-972-2720
Email: tlarkin@jxe.com

kris throm

Vehicle Summary

Unit		Chassis	
Model:	Model 548	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	23000
Description 1:	City of Darien 548 SA	G.C.W. (lbs):	66000
Description 2:	Copy of City of Darien 548 SA		
Application		Road Conditions:	
Intended Serv.:	Snowplow	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	End Dump		6
Length (ft):	10	Wheelbase (in):	172
Height (ft):	13.5	Overhang (in):	75
Max Laden Weight (lbs):	1000	Fr Axle to BOC (in):	69.5
		Cab to Axle (in):	102.5
		Cab to EOF (in):	177.5
Trailer		Overall Comb. Length (in):	287
No. of Trailer Axles:	0		
Type:		Special Req.	
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Comer Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	Weight
Base Model			
0005481	S	Model 548 The Model 548 meets and exceeds the demands of Class 7 and Class 8 specialty application markets that require a rugged workhorse for durability and a wide range of optional content. The Model 548 is available in configurations with a GVW from 33,000 to 66,000 lbs. to suit most vocational applications. The 548 also offers all-wheel-drive. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 548 is in a class of its own.	10,860
0091200	S	Other Commodity	0
0093150	O	Snowplow Truck which is configured for mounting a snowplow to the front. May also have dump or other body.	0
0095170	O	End Dump	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	408
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	0
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	0
0613095	O	3-Piece Suspension Crossmembers	0
0620545	O	24" Bumper Extension, W/O Adapter	90
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0
0651090	O	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment			
1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of	111

Price Level: January 1, 2022

99% Complete

Date: February 21, 2022

Deal: City of Darien 548 SA

Quote Number: QUO-842477-Z7Z7L3

Printed On: 2/21/2022 6:25:39 AM



Sales Code	Std/ Opt	Description	Weight
		maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	110
1243050	O	Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings.	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1353550	O	PHP10 Aluminum PreSet PLUS Hubs Air Disc PHP10 aluminum PreSet PLUS hubs air disc have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug, with a seal and bearings. Use with Front Axle.	14
1380290	O	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	30
1391480	O	Pad Dust Shields for Air Disc Brakes; Front Axle Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	2
Rear Axle & Equipment			
1513280	O	Dana Spicer S23-172, 23,000lb	-80
1616305	O	PHP10 Iron Preset + Hubs - Air Disc	0
1660040	O	Pad Dust Shields for Air Disc Brakes, Drive Axle(s)	0
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	S	Stability System Not Selected Or Not Available	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold	0

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Sales Code	Std/ Opt	Description	Weight
		conditions and withstand the stress from high temperatures, extending component life.	
1687080	O	Air Disc Rear Brakes, Single Drive Axle	0
1706140	O	Ratio 6.14 Rear Axle	0
1811210	O	Peterbilt Air Trac 23,000 lb Light Weight	110
1911010	O	Steel Suspension Insert Up To 77" Overhang	123
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	2

Engine & Equipment

2074407	O	PACCAR PX-9 330@2000 GOV@2200 1000@1200 Productivity (2021 Emissions)	0
		N21350 C121 64....Maximum Accelerator Pedal Ve	
		N21370 C128 64....Maximum Cruise Speed (P059)	
		N21460 C132 1400..Max PTO Speed (P046)	
		N21520 C133 5.....Timer Setting (P030)	
		N21610 C188 39....Low Ambient Temperature Thre	
		N21620 C189 60....Intermediate Ambient Tempera	
		N21630 C190 80....High Ambient Temperature Thr	
		N21550 C206 35....Engine Load Threshold (P516)	
		N21340 C209 120...Hard Maximum Speed Limit (P1	
		N21510 C225 YES...Enable Idle Shutdown Park Br	
		N21450 C231 NO....Gear Down Protection (P026)	
		N21570 C233 NO....Idle Shutdown Manual Overrul	
		N21440 C234 NO....Engine Protection Shutdown (
		N21480 C238 NO....Auto Engine Brake in Cruise	
		N21470 C239 NO....Cruise Control Auto Resume (
		N21430 C333 0.....Reserve Speed Limit Offset (
		N21410 C334 0.....Maximum Cycle Distance (N202	
		N21590 C382 YES...Enable Hot Ambient Automatic	
		N21500 C395 0.....Expiration Distance (N209)	
		N21530 C396 YES...Enable Impending Shutdown Wa	
		N21540 C397 60....Timer For Impending Shutdown	
		N21320 C399 120...Standard Maximum Speed Limit	
		N21400 C400 252...Reserve Speed Function Reset	
		N21420 C401 10....Maximum Active Distance (N20	
		N21330 C402 0.....Expiration Distance (N207)	
2091130	S	VMUX Electronics Architecture	0
2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Overrule	0

Price Level: January 1, 2022

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Printed On: 2/21/2022 6:25:39 AM



Sales Code	Std/ Opt	Description	Weight
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2092016	O	Typical Operating Speed 62 MPH	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2140010	O	Belly Pan	35
2140220	O	CARB Engine Idling Compliance DECLINED By Dealer/Customer	0
2140670	O	EPA Emission Warranty	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	62
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
2539490	O	Batteries In RH BOC Box	0
2539840	O	MD - Battery Disconnect Switch Mounted on Battery Box	9
2621130	O	Belt Driven Variable Speed Fan Clutch PX9 Engine PX7/ PX9/L9N/B6.7N. The belt-driven fully variable speed fan drives communicate directly with the PX9 ECM through the included electronic controller, managing the fan speed to match the exact amount of cooling required. The optimized setup creates smoother engagements, reduces noise and frees up available horsepower. These fan drives are also maintenance-free. A belt, additional pulleys, idlers, tensioners, and a drive hub are included to drive the fan.	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0

Price Level: January 1, 2022

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Sales Code	Std/ Opt	Description	Weight
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
2921210	S	No Fluid Heat Option for Fuel Filter	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
3211140	S	(1) Air Cleaner Engine Mounted	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	29
3381770	O	Curved Tip Standpipe(s)	1
3387610	O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	0

Transmission & Equipment

4052110	O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).	459
4210080	S	1710 HD Driveline, 1 Midship Bearing	0
4240020	O	Automatic Transmission Oil Cooler Vocational Hood Only	13
4250650	U	LH PTO Access Dipstick Tube Routing, Allison Trans	0
4252890	O	Allison FuelSense 2.0 Not Desired	0

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Sales Code	Std/ Opt	Description	Weight
4252950	O	Omit Allison Neutral At Stop	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	3
4257110	O	LH Mounted Trans PTO Provisions	0
Air & Trailer Equipment			
4510190	S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0
4520420	O	Pull Cords All Air Tanks	0
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4611730	O	7-Way Electric Harness, Socket Mounted EOF	10
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	4
Tires & Wheels			
5064010	O	FF: BR 20ply 315/80R22.5 M870 Efficiency Rating: Fair Diameter= 42.8 inches; SLR= 19.9 inches The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection.	94
5168400	O	RR: BR 16Ply 11R22.5 M770	64
5190004	O	Code-rear Tire Qty 04	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 High Polish Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other	-30

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Sales Code	Std/ Opt	Description	Weight
		heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	
5320410	O	RR: Alcoa 885657 22.5X8.25 High Polish Aluminum wheel severe service.	-56
5390004	O	Code-rear Rim Qty 04	0
Fuel Tanks			
5584100	O	D-Shaped Aluminum 70 Gallon Fuel Tank LH U/C Non-slip step LH under cab	0
5602070	O	Location LH U/C 70 Gallon	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
5652980	S	DEF To Fuel Ratio Between 1:1 And 2:1	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0
Battery Box & Bumper			
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-84
6030660	S	Plastic Battery Box Cover	0
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6121770	O	Steel Bumper Tapered Painted Two tow points, painted same color as frame. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height: Measurement to bottom of frame at front of frame: for the 107 Aero Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	40
Cab & Equipment			
6510170	O	Vocational 109" BBC Alum Cab and Metton Hood with Stationary grille.	15
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	0
6917340	O	Peterbilt Premium Driver Seat	4
6927320	S	Seats Inc. Passenger Seat	0

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Sales Code	Std/ Opt	Description	Weight
6930060	O	Driver Seat Heated Includes heating elements in the lower cushion and backrest. Temperature is preset for optimum comfort and controlled by a high/low switch and an on/off switch next to the adjustment valves on the seat.	4
6930500	O	Drivers Armrest - RH Only	2
6930800	O	Black Seat Color IPO Standard Color	0
6939400	S	Air Ride Driver	0
6939420	O	High Back Driver	0
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0
6939520	O	High Back Passenger	0
6939570	S	Vinyl Passenger	0
7000025	O	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	4
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7036130	O	Interior Grey/Black - Curved Roof	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0
7230060	S	1-Piece Curved Windshield	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7322130	O	Cup Holder (Floor Mounted) Includes two standard-size drink holders and one extra-large jugholder, coin tray, and clipboard-size storage area.	4
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	4
7510060	O	Aero Rear View Mirror Housing, Bright Finish	3
7514010	O	Peterbilt Aero Rear View Mirror, Motorized	3

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Sales Code	Std/ Opt	Description	Weight
		Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7610500	S	Air Horn Mounted Under Cab	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	0
7728050	O	USB Port	0
7743030	O	CB Antenna Mounting, Dual LH/RH Mirror	2
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	2
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	0
7852060	S	Solid Rear Day Cab Mounts	0
7901130	O	Backup Alarm (107 DB)	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
8072560	O	(1) Additional Dash Switch With Wiring (1) additional dash switch with wiring. Spare 1 and 2 share 15 amp fuse, spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash space.	0
8073040	O	(1) Additional Electric Over Air Switch On/off only, switch has green indicator light, air connections on frame rail under cab. One accessory solenoid bank with plug on it.	1
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0
8120980	S	(5) Marker Lights, Aero LED	0
8133450	O	(2) Brackets F/O Beacon/Strobe, Roof Mounted	4

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Sales Code	Std/ Opt	Description	Weight
		(2) brackets for furnished by owner beacon / strobe lights roof mounted. Located above each door toward rear, includes switch and wiring.	
8134160	S	Self-Canceling Turn Signal	0
8140080	S	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	0
8140850	S	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	0

Paint

8500710	S	Standard Paint Color Selection	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0
9408798	U	MP20-10 EXTENDED WARRANTY CREDIT	0

Miscellaneous

9409046	O	Vocational Hood (MODEL 548)	0
9409063	O	State Registry: Illinois	0
9409843	O	Peterbilt Sourcewell Program Code	0
9481975	O	PACCAR 2021 PX-9 Protection Plan 1 5 Yrs/100K Mi (160,935 Km)	0
9481987	O	PACCAR 2021 PX-9 Aftertreatment Coverage (5/100) 5 Yrs/100K Mi (160,935 Km)	0

Promotions

Order Comments

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Total List Price (W/O Freight & Warranty & Surcharges)	\$145,209
Marketing and Service Support Fee	\$995
Prepaid Freight	\$2,800
Total Surcharge/Options Not Subject To Discount	\$390
Total Weight	12,567

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity
P128 - Peterbilt Illinois-Joliet 535 East S. Frontage Rd Bolingbrook, Illinois 60440	1

RESOLUTION NO. R-33-22

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024
PETERBILT MODEL 548 CAB AND CHASSIS, TO REPLACE UNIT 103, FROM JX
TRUCK CENTER, AN AMOUNT NOT TO EXCEED \$119,622**

**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 (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 103, from JX Truck Center, an amount not to exceed \$119,622, 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 18th day of April, 2022.**

AYES: 6 - Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan

NAYS: 0 - NONE

ABSENT: 1 - Vaughan

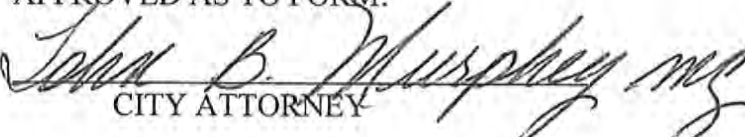
**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 18th day of April, 2022.**

ATTEST:


JOANNE E. RAGONA, CITY CLERK


JOSEPH MARCHESE, MAYOR

APPROVED AS TO FORM:


CITY ATTORNEY



QUOTE



Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
Bolingbrook IL 60440
(630) 616-3933

Date: _____
Quote #: DE 01781
Type: Cash
Salesperson: Tor Larkin
PO #: _____

VILLAGE OF DARIEN
1041 S FRONTAGE RD
DARIEN IL 60561
P: () -

Truck #103

The quote is for budgetary reasons. Final price TBD. Sourcewell contact #060920-PMC.

Stock#:	VIN:TBD	2024 PETERBILT 548	Price:	\$116,167.00
		heated windshield		\$800.00
		5yr/100k engine and aftertreatment warranty		\$2,190.00
		Monroe body #4BD0005626		<u>\$145,015.00</u>
			Per Unit:	<u>\$264,172.00</u>
Stock#:	VIN:	2024 PETERBILT 548	Price:	\$116,167.00
		Monroe quote #4BD0005580-1		\$162,155.00
		5yr/100k engine and aftertreatment warrant		\$2,190.00
		heated windshield		<u>\$800.00</u>
			Per Unit:	<u>\$281,312.00</u>

			Total Price	\$545,484.00
			Documentation Fee	\$600.00
			Title Fee	\$310.00
			IL ERT Fee	\$20.00
			Total	<u>\$546,414.00</u>
		116,167.00 +		
		800.00 +		
		2,190.00 +		
		145,015.00 +		
		300.00 +		
		155.00 +		
		10.00 +		
		264,637.00		
		22,346.00 +		
		2,000.00 +		
		288,983.00		

\$116,167.00
+ \$800.00
\$2,190.00
\$145,015.00
+ 300.00
+ 155.00
+ 10.00

\$264,637.00
\$22,346.00
\$2,000.00



Peterbilt Illinois-Joliet (P128)
535 East S. Frontage Rd
Bolingbrook, Illinois 60440

City Of Darien
1702 Plainfield Rd
Darien, Illinois 60561
United States of America

Tor Larkin
Cell Phone:
Office Phone: 630-972-2720
Email: tlarkin@jxe.com

kris throm

Vehicle Summary

Unit	Model 548	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	23000
Description 1:	City of Darien 548 SA	G.C.W. (lbs):	66000
Description 2:	Copy of City of Darien 548 SA		
Application	Road Conditions:		
Intended Serv.:	Snowplow	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body	End Dump	Maximum Grade:	6
Type:	10	Wheelbase (in):	172
Length (ft):	13.5	Overhang (in):	75
Height (ft):	1000	Fr Axle to BOC (in):	69.5
Max Laden Weight (lbs):			
		Cab to Axle (in):	102.5
		Cab to EOF (in):	177.5
Trailer		Overall Comb. Length (in):	287
No. of Trailer Axles:	0		
Type:	0	Special Req.	
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Comer Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by:

Joseph A. Marcher

Date:

4-18-22

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	Weight
Base Model			
0005481	S	Model 548 The Model 548 meets and exceeds the demands of Class 7 and Class 8 specialty application markets that require a rugged workhorse for durability and a wide range of optional content. The Model 548 is available in configurations with a GVW from 33,000 to 66,000 lbs. to suit most vocational applications. The 548 also offers all-wheel-drive. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 548 is in a class of its own.	10,860
0091200	S	Other Commodity	0
0093150	O	Snowplow Truck which is configured for mounting a snowplow to the front. May also have dump or other body.	0
0095170	O	End Dump	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	408
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	0
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	0
0613095	O	3-Piece Suspension Crossmembers	0
0620545	O	24" Bumper Extension, W/O Adapter	90
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0
0651090	O	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment			
1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of	111

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Sales Code	Std/ Opt	Description	Weight
		maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	110
1243050	O	Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings.	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1353550	O	PHP10 Aluminum PreSet PLUS Hubs Air Disc PHP10 aluminum PreSet PLUS hubs air disc have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug, with a seal and bearings. Use with Front Axle.	14
1380290	O	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	30
1391480	O	Pad Dust Shields for Air Disc Brakes; Front Axle Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	2
Rear Axle & Equipment			
1513280	O	Dana Spicer S23-172, 23,000lb	-80
1616305	O	PHP10 Iron Preset + Hubs - Air Disc	0
1660040	O	Pad Dust Shields for Air Disc Brakes, Drive Axle(s)	0
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	S	Stability System Not Selected Or Not Available	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold	0

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Sales Code	Std/ Opt	Description	Weight
		conditions and withstand the stress from high temperatures, extending component life.	
1687080	O	Air Disc Rear Brakes, Single Drive Axle	0
1706140	O	Ratio 6.14 Rear Axle	0
1811210	O	Peterbilt Air Trac 23,000 lb Light Weight	110
1911010	O	Steel Suspension Insert Up To 77" Overhang	123
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	2
Engine & Equipment			
2074407	O	PACCAR PX-9 330@2000 GOV@2200 1000@1200 Productivity (2021 Emissions)	0
		N21350 C121 64....Maximum Accelerator Pedal Ve N21370 C128 64....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516) N21340 C209 120...Hard Maximum Speed Limit (P1 N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N N21430 C333 0.....Reserve Speed Limit Offset (N N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 120...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)	
2091130	S	VMUX Electronics Architecture	0
2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Override	0

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Sales Code	Std/ Opt	Description	Weight
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2092016	O	Typical Operating Speed 62 MPH	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2140010	O	Belly Pan	35
2140220	O	CARB Engine Idling Compliance DECLINED By Dealer/Customer	0
2140670	O	EPA Emission Warranty	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	62
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
2539490	O	Batteries In RH BOC Box	0
2539840	O	MD - Battery Disconnect Switch Mounted on Battery Box	9
2621130	O	Belt Driven Variable Speed Fan Clutch PX9 Engine PX7/ PX9/L9N/B6.7N. The belt-driven fully variable speed fan drives communicate directly with the PX9 ECM through the included electronic controller, managing the fan speed to match the exact amount of cooling required. The optimized setup creates smoother engagements, reduces noise and frees up available horsepower. These fan drives are also maintenance-free. A belt, additional pulleys, idlers, tensioners, and a drive hub are included to drive the fan.	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0

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Deal: City of Darien 548 SA
Printed On: 2/21/2022 6:25:39 AM

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Quote Number: QUO-842477-Z7Z7L3



Sales Code	Std/ Opt	Description	Weight
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
2921210	S	No Fluid Heat Option for Fuel Filter	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
3211140	S	(1) Air Cleaner Engine Mounted	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	29
3381770	O	Curved Tip Standpipe(s)	1
3387610	O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	0

Transmission & Equipment

4052110	O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).	459
4210080	S	1710 HD Driveline, 1 Midship Bearing	0
4240020	O	Automatic Transmission Oil Cooler Vocational Hood Only	13
4250650	U	LH PTO Access Dipstick Tube Routing, Allison Trans	0
4252890	O	Allison FuelSense 2.0 Not Desired	0

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Sales Code	Std/ Opt	Description	Weight
4252950	O	Omit Allison Neutral At Stop	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	3
4257110	O	LH Mounted Trans PTO Provisions	0
Air & Trailer Equipment			
4510190	S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0
4520420	O	Pull Cords All Air Tanks	0
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4611730	O	7-Way Electric Harness, Socket Mounted EOF	10
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	4
Tires & Wheels			
5064010	O	FF: BR 20ply 315/80R22.5 M870 Efficiency Rating: Fair Diameter= 42.8 inches; SLR= 19.9 inches The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection.	94
5168400	O	RR: BR 16Ply 11R22.5 M770	64
5190004	O	Code-rear Tire Qty 04	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 High Polish Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other	-30

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Sales Code	Std/ Opt	Description	Weight
		heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	
5320410	O	RR: Alcoa 885657 22.5X8.25 High Polish Aluminum wheel severe service.	-56
5390004	O	Code-rear Rim Qty 04	0
Fuel Tanks			
5584100	O	D-Shaped Aluminum 70 Gallon Fuel Tank LH U/C Non-slip step LH under cab	0
5602070	O	Location LH U/C 70 Gallon	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
5652980	S	DEF To Fuel Ratio Between 1:1 And 2:1	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0
Battery Box & Bumper			
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-84
6030660	S	Plastic Battery Box Cover	0
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6121770	O	Steel Bumper Tapered Painted Two tow points, painted same color as frame. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height: Measurement to bottom of frame at front of frame: for the 107 Aero Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	40
Cab & Equipment			
6510170	O	Vocational 109" BBC Alum Cab and Metton Hood with Stationary grille.	15
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	0
6917340	O	Peterbilt Premium Driver Seat	4
6927320	S	Seats Inc. Passenger Seat	0

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Sales Code	Std/ Opt	Description	Weight
6930060	O	Driver Seat Heated Includes heating elements in the lower cushion and backrest. Temperature is preset for optimum comfort and controlled by a high/low switch and an on/off switch next to the adjustment valves on the seat.	4
6930500	O	Drivers Armrest - RH Only	2
6930800	O	Black Seat Color IPO Standard Color	0
6939400	S	Air Ride Driver	0
6939420	O	High Back Driver	0
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0
6939520	O	High Back Passenger	0
6939570	S	Vinyl Passenger	0
7000025	O	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	4
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7036130	O	Interior Grey/Black - Curved Roof	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0
7230060	S	1-Piece Curved Windshield	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7322130	O	Cup Holder (Floor Mounted) Includes two standard-size drink holders and one extra-large jugholder, coin tray, and clipboard-size storage area.	4
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	4
7510060	O	Aero Rear View Mirror Housing, Bright Finish	3
7514010	O	Peterbilt Aero Rear View Mirror, Motorized	3

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Sales Code	Std/ Opt	Description	Weight
		Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7610500	S	Air Horn Mounted Under Cab	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	0
7728050	O	USB Port	0
7743030	O	CB Antenna Mounting, Dual LH/RH Mirror	2
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	2
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	0
7852060	S	Solid Rear Day Cab Mounts	0
7901130	O	Backup Alarm (107 DB)	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
8072560	O	(1) Additional Dash Switch With Wiring (1) additional dash switch with wiring. Spare 1 and 2 share 15 amp fuse, spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash space.	0
8073040	O	(1) Additional Electric Over Air Switch On/off only, switch has green indicator light, air connections on frame rail under cab. One accessory solenoid bank with plug on it.	1
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0
8120980	S	(5) Marker Lights, Aero LED	0
8133450	O	(2) Brackets F/O Beacon/Strobe, Roof Mounted	4

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Sales Code	Std/ Opt	Description	Weight
		(2) brackets for furnished by owner beacon / strobe lights roof mounted. Located above each door toward rear, includes switch and wiring.	
8134160	S	Self-Canceling Turn Signal	0
8140080	S	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	0
8140850	S	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	0

Paint

8500710	S	Standard Paint Color Selection	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0
9408798	U	MP20-10 EXTENDED WARRANTY CREDIT	0

Miscellaneous

9409046	O	Vocational Hood (MODEL 548)	0
9409063	O	State Registry: Illinois	0
9409843	O	Peterbilt Sourcwell Program Code	0
9481975	O	PACCAR 2021 PX-9 Protection Plan 1 5 Yrs/100K Mi (160,935 Km)	0
9481987	O	PACCAR 2021 PX-9 Aftertreatment Coverage (5/100) 5 Yrs/100K Mi (160,935 Km)	0

Promotions

Order Comments

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Total List Price (W/O Freight & Warranty & Surcharges)	\$145,209
Marketing and Service Support Fee	\$995
Prepaid Freight	\$2,800
Total Surcharge/Options Not Subject To Discount	\$390
Total Weight	12,567

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity
P128 - Peterbilt Illinois-Joliet 535 East S. Frontage Rd Bolingbrook, Illinois 60440	1

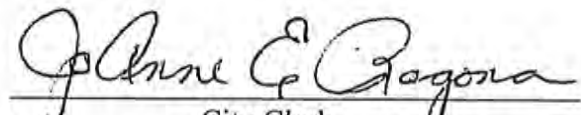
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of RESOLUTION NO. R-33-22 — ***“A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024 PETERBILT MODEL 548 CAB AND CHASIS, TO REPLACE UNIT 103, FROM JX TRUCK CENTER IN AN AMOUNT NOT TO EXCEED \$119,622”*** of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on April 18, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 18th day of April, 2022.




City Clerk



April 20, 2022

JX Truck Center
Attn: Tor Larkin
535 E. South Frontage Rd
Bolingbrook IL 60440

RE: new 2024 Peterbilt Model 548 cab and chassis

Dear Tor Larkin;

Enclosed please find a certified copy of *Resolution No. R-33-22 – "A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024 PETERBILT MODEL 548 CAB AND CHASSIS, TO REPLACE UNIT 103, FROM JX TRUCK CENTER, AN AMOUNT NOT TO EXCEED \$119,622,"* passed by the City Council at its regular meeting on April 18, 2022.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,

CITY OF DARIEN

A handwritten signature in black ink, appearing to read "Daniel Gombac".

Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Throm, Superintendent of Municipal Services

RESOLUTION NO. R-34-22

A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY, SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2024 PETERBILT MODEL 548, IN AN AMOUNT NOT TO EXCEED \$167,361

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 acceptance of a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$167,361, 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.

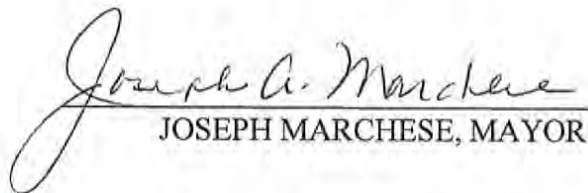
PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of April, 2022.

AYES: 6 - Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan
NAYS: 0 - NONE
ABSENT: 1 - Vaughan

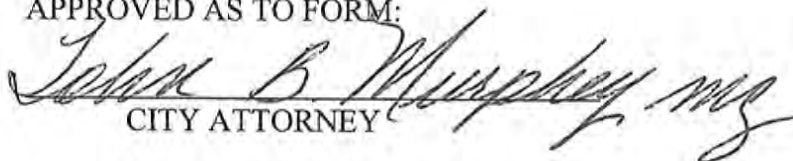
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of April, 2022.

ATTEST:


JOANNE E. RAGONA, CITY CLERK


JOSEPH MARCHESE, MAYOR

APPROVED AS TO FORM:


CITY ATTORNEY





812 Draper Avenue
Joliet, IL 60432
Sales Rep: Tom Markel
Ph: (331) 229-0744
www.MonroeTruck.com

J.O. #

Quotation ID: 48D0005626

Date: 3/24/2022

Valid thru: 4/23/2022

Terms: NET 30

Quoted by: Bob Drews

Ph/Fax: 815-280-4237 / 815-727-5429

Quoted to:

JX ENTERPRISES (BOLINGBROOK) (ATTN: TOR LARKIN)

1320 WALNUT RIDGE DR, STE 100

HARTLAND, WI 53029

Ph: 847-395-7222 / Fax: 847-395-7240

Email:

VILLAGE OF DARIEN, IL

Chassis Information

Year: 2023	Make: PETERBILT	Model: 548	Chassis Color:	Cab Type:
Single/Dual: DRW	CA: 102.0	CT:	Wheelbase:	Engine: DIESEL
			F.O. Number #:	Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description

Amount

MULTI-PURPOSE DUMP BODY PATROL TRUCK PACKAGE SKU # 9TRR000708

DUMP BODY - 10' CRYSTEEL SELECT

- 84" I.D. & 96" O.D.
- SIDES: 32", 7GA 304 2B STAINLESS STEEL - SINGLE PANEL W/ RUBRAIL AND PRESSED HORZ. "V"
- FRONT: 52", 7GA 304 2B STAINLESS STEEL
- REAR: 42", 7GA 304 2B STAINLESS STEEL W/ INTERNAL S.S. D-RING
- FLOOR: 1/4" AR450 STEEL
- 8" WESTERN TUBULAR UNDERSTRUCTURE
- 2-5/8" SAFETY STEP WALK RAIL BOTH SIDES (STAINLESS)
- 3 STEP SLIDE-OUT LADDER & GRAB HANDLES ON DRIVER'S SIDE OF BODY
- STEP ON INSIDE OF DUMP BODY
- AIR OPERATED TAILGATE
- STAINLESS STEEL HARDWARE BELOW FLOOR FOR TAILGATE
- ILLINOIS DOT 1/2 CABSHIELD
- VIBRATOR
- RED/WHITE REFLECTIVE TAPE ACROSS THE BACK OF THE CAB AND SIDES OF BODY
- (2) SS SPRING LOADED SHOVEL HOLDERS - ONE EACH SIDE
- BODY UP INDICATOR PROGRAMMED INTO S100 CONTROLLER
- RUBBER FLAPS IN FRONT OF REAR WHEELS W/ CHAINS
- RUBBER REAR FLAPS

MAILHOT G490-4.25-3DA TRUNION LIFT TELESCOPIC HOIST

SPILL SHIELD: 12" X 7 GA., STAINLESS STEEL

TAPERED SIDEBOARDS

- 7GA 304 STAINLESS STEEL MATERIAL
- DOUBLE WALL
- DIRT SHEDDING
- 20" AT FRONT SLOPING TO 10" @ REAR

CUSTOM CHIPPER CAP

- ALL 12 GA. 304 2B STAINLESS STEEL
- BOLTS ONTO RDS BODY
- 26" TALL HALF TAILGATE ALLOWS THE CHIPPED MATERIAL TO BLOW INTO THE HOPPER
- GATE WILL BE DESIGNED TO PIN INTO THE BODY IN PLACE OF THE REGULAR GATE WHEN THE CHIPPER CAP IS INSTALLED
- SINGLE PANEL WITH PRESSED HORIZONTAL SIDES - CENTRALLY LOCATED & ONE ON TOP
- TWO VENTS LOCATED ON THE UPPER SIDE TOWARDS THE FRONT OF THE CAP

PULLTARP BRAND TARP ASSEMBLY

- GALVANIZED STEEL HOUSING
- ASPHALT TARP WITH SIDE FLAPS
- FULLY RETRACTABLE W/O ARMS



Description

Amount

REAR HITCH

- 1" PINTLE PLATE WITH 3/4" D-RINGS
- PINTLE HOOK W/MOUNTING, SOTON
- 6 PRONG TRAILER PLUG
- RELOCATE O.E.M. TRAILER PLUG
- BACK UP ALARM
- ELECTRIC BRAKE CONTROLLER

LIGHTS - WHELEN, JUSTICE SUPER LED ILL STROBE SYSTEMS, 72" LIGHT BAR

- 72" JUSTICE LED LIGHT BAR MOUNTED ON ROOF WITH LED SCENE LIGHTS
- LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
- 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
- 2 LED SPREADER LIGHTS
- 2-YEAR WARRANTY
- UTILIZE O.E.M. S/T/T B/U LAMPS ON FRAME OF CHASSIS

PRE-WET SYSTEM - DUAL 120 GAL TANKS BEHIND THE CAB

- POLY TANKS W/ S.S. CRADLE
- HYDRAULIC 7 GPM PUMP
- CLOSED LOOP
- CROSS OVER KIT FOR TANKS
- FLUSH KIT W/ 3 GAL TANK
- BULK-FILL KIT
- QUICK DISCONNECT FOR SLURRY BAR

PLOW HITCH:

- MC7082 QUICK HITCH W/FLAT FOLD CAPABILITY
- 4" X 10" DOUBLE ACTING LIFT CYLINDER
- REINSTALL FACTORY BUMPER
- HEATED LED PLOW LIGHTS MOUNTED ON STAINLESS STEEL BRACKETS

MONROE TORSION TRIP EDGE "J" STYLE POLY REVERSIBLE PLOW

STANDARD EQUIPMENT:

- 45" HIGH X 11' LENGTH
- (10) 1/2" ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP
- CARBIDE CUTTING EDGE W/ COVER BLADE
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- HEAVY DUTY PUSHFRAME WITH 2" MOUNTING PLATE AND 2" BOLT HOLE
- RIGHT HAND MAILBOX TRIM PER OPTIMUM DIMENSION AT FULL REVERSE ANGLE
- (2) DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- MTE QUICK HITCH PLOW SIDE ATTACHMENT
- RUBBER SNOW DEFLECTOR
- FLOURESCENT ORANGE MARKERS
- CURB SHOES ON BOTH SIDES

MONROE UNDER-TAILGATE, DIRECT DRIVE SPREADER (MS966-RF-DD) W/ SPEED SENSOR

- 201 STAINLESS STEEL
- 6" DIA. AUGER W/ REVERSE FLIGHTING FOR LEFT OF CENTER DISCHARGE
- 7 GA., 96" TROUGH W/ 1/4" END PLATES
- ONE-PIECE, REMOVABLE & HINGED, COMBINATION COVER & REAR PANEL
- HEAVY-DUTY, STEEL ROD, CAPTIVE LATCHES
- QUICK DETACH MOUNTING BRACKETS
- TAILGATE SHIELDS
- STAINLESS STEEL SELF-LEVELING SPINNER ASSEMBLY W/ POLY DISK
- THREE LIGHT LED CLUSTER MOUNTED ON REAR OF SPREADER
- SLURRY BAR FOR PRE-WET
- INSTALLED

MANUAL/ELECTRIC HYDRAULICS PACKAGE

STANDARD EQUIPMENT:



Description**Amount**

- CLOSED LOOP FOR SPREADER AND PRE-WET
- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL
- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM
- 40 GALLON CAPACITY FILTER STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER MOUNTED IN CRADLE BEHIND CAB ABOVE FRAME
- FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- VALVE ENCLOSURE MOUNTED IN CRADLE BEHIND CAB
- STAINLESS STEEL LINES TO REAR
- STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER
- MANUAL LEVER CONTROLS
- LUCHBOX SYTLE CONTROL STAND
- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL
- SWITCH PANEL
- FORCE AMERICA WIRELESS ARC PAVEMENT MONITOR
- BLAST/PASS BUTTON MOUNTED ON PLOW LEVER
- INSTALLED

BRIGADE DASH-MOUNTED BACKUP CAMERA SYSTEM

- (2) LOW-LIGHT CAMERAS W/ INTEGRAL SUNSHIELD & BUILT-IN MICROPHONE
- SPLIT SCREEN MONITOR W/ 7" ANTI-GLARE, COLOR SCREEN, BUILT-IN SPEAKER, CLIP-IN SUNSHIELD
- WASH/DRY FOR BOTH CAMERAS

Quote Total: \$145,015.00**Additional Options:****Description****Amount****Add to quote?**

- 10' MONROE 4500 SERIES EXTRA HEAVY DUTY UNDERBODY SCRAPER
STANDARD EQUIPMENT:
- 1" THICK X 20" HIGH MOLDBOARD
 - 5" CENTER PIN WITH THREE 3/4" MOUNTING BOLTS
 - 2 1/2" DIAMETER HINGE SHAFT
 - (2) HEAVY DUTY SHOCK ABSORBERS
 - (2) 3 1/2" ACTUATING CYLINDERS
 - 400 PSI CUSHION VALVE
 - 1" SOLID NOTCH-LESS REVERSING CIRCLE (CAN ROTATE A FULL 45 DEG.)
 - 4" REVERSING CYLINDERS W/ 2" CYLINDER RODS
 - CONTOURED HOLD-DOWN BLOCKS WITH 3/8" UHMV POLY WEAR PLATES
 - 96" LONG SOLID SHAFT HINGE WITH 3 ANCHOR PLATES
 - ALL HINGES ARE GUSSETED WITH 1/2" MATERIAL
 - HANGER PLATES: 3/4" X 25.5W" X 22"H, 1.25 GAUGE
 - GREASE LINE EXTENSION: 19-BANK (LUBRICATES THE TRUNNIONS)
 - (2) CURB GUARDS: WRAP-AROUND
 - POWDER COATED BLACK
 - INSTALLED

\$22,346.00**Yes / No****8' MONROE MID-MOUNT JUNIOR PATROL WING (RIGHT SIDE)**

- 31" High Inboard, 36.5" Outboard, 3/16" Thick Moldboard
- 4" X 4" X 3/4" Bottom Angle
- 1/2" Thick One-Piece Vertical & Interlaced Designed Horizontal Ribs
- Mailbox Trim on Discharge End
- Standard 100% Welded
- Shot-Blasted & Powder-Coated Orange
- Powder-Coated Black Hardware
- Para-Glide wing post
- Wrap around curb guard
- 36" Flourescent orange marker on discharge end
- (1) LED wing light
- (2) Wing mounted LED amber strobes
- Installed

\$17,909.00**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.
- 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:	

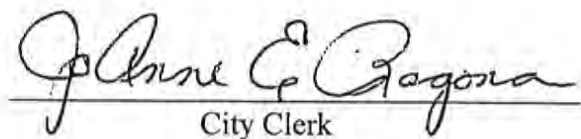
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of RESOLUTION NO. R-34-22 — ***“A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY, SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2024 PETERBILT MODEL 548, IN AN AMOUNT NOT TO EXCEED \$167,361”*** of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on April 18, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 18th day of April, 2022.




City Clerk



April 20, 2022

Monroe Truck Equipment, Inc.
Attn: Tom Markel
812 Draper Ave.
Joliet, IL 60432

RE: new multi-purpose dump body patrol truck package

Dear Mr. Markel or Drews

Enclosed please find a certified copy of *Resolution No. R-34-22 – “A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY, SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2024 PETERBILT MODEL 548, IN AN AMOUNT NOT TO EXCEED \$167,361,”* passed by the City Council at its regular meeting on April 18, 2022.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,
CITY OF DARIEN

A handwritten signature in black ink, appearing to read 'Daniel Gombac', is written over the printed name.

Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Throm, Superintendent of Municipal Services

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024
PETERBILT MODEL 548 CAB AND CHASSIS, TO REPLACE UNIT 103, FROM JX
TRUCK CENTER, AN AMOUNT NOT TO EXCEED \$130,730.23**

**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 (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 103, from JX Truck Center, an amount not to exceed \$130,730.23, 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 2nd day of October, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 2nd day of October, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES



Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
 Bolingbrook IL 60440
 (630) 616-3933

PURCHASE CONTRACT

Date: _____
 Quote #: DE-06010
 Type: Cash
 Salesperson: Tor Larkin
 PO #: _____

Bill To: 27842
 VILLAGE OF DARIEN
 1041 S FRONTAGE RD
 DARIEN IL 60561
 P:() -

Ship To:
 VILLAGE OF DARIEN
 1041 S FRONTAGE RD
 DARIEN, IL 60561

Stock#: 2135960 VIN:697093

2025 PETERBILT 548

monroe 4BD00005626-2

Price: \$130,257.23

\$172,911.00

Per Unit: \$303,168.23

Total Price \$303,168.23

Documentation Fee \$300.00

Title Fee \$165.00

Plate Fee \$8.00

Total , \$303,641.23

* Truck # 103 UPDATED MONROE'S PETERBILT PRICING *
 1st HALF 2024 BUILD ESTIMATED FROM PETERBILT

Quote#:

DE-06010

Date:

Customer: 27842

IMPORTANT BUYER INFORMATION

1. AS IS SALE. Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.
2. TERMS AND CONDITIONS. The terms and conditions for this purchase and sale are attached.
3. NO ORAL AGREEMENTS. There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.
4. NON-CANCELLABLE. This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein. I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature

Date

Sales Representative

Manager

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions: 1. DEFINITIONS AND RELATIONSHIP: As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c) "Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES: Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. TRADE-IN REAPPRAISAL: If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE: Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. TRADE-IN ALLOWANCE. The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. TRADE IN PAYOFF. Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. BUYER INDEMNITY. Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. BUYER DEFAULT: Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, Dealer has the right, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered and to comply with the terms of this Order, to retain, as liquidated damages, any cash deposit made by Buyer and, may sell any trade-in and reimburse itself from the proceeds of such sale for the expenses specified in Paragraph 2 above, and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including lost profits.

9. DESIGN CHANGES: Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. DELIVERY LIABILITY LIMITATION: Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. TAXES: The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. WARRANTY DISCLAIMER: A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY. B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES,

EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER. D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection. E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. **DAMAGE DISCLOSURE:** A. **NEW VEHICLE. DEMONSTRATOR. EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE:** Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed. B. **USED VEHICLES:** Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer. Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. **ODOMETER DISCLAIMER:** The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. **COLOR OR EQUIPMENT CHANGE:** If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. **OTHER DOCUMENTS:** The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. **SAVINGS CLAUSE. GOVERNING LAW AND VENUE:** Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. **ARBITRATION:** Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. **FINANCING.** Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. **FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE.** If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. **SECURITY INTEREST IN TRADE-IN.** By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. **PROMISSORY NOTE/ADDITIONAL CHARGES.** Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. **SUCCESSION.** This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. **REBATE.** If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. **OTHER DOCUMENTS; CORRECTION.** The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. **REPOSSESSION.** In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE. The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-606 of the Uniform Commercial Code.

28. LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER: Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and **BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY.** This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. NOTICE TO DEALER OF DEFECTS OR CLAIM. Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.

30. TITLE. The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. VEHICLE EMISSION LAW. Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. CONSEQUENTIAL DAMAGES. Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. ATTORNEYS FEES. In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. SEVERABILITY. Buyer and Dealer agree that if any portion of this Order is deemed unenforceable or contrary to the law, only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. WAIVER OF CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

VILLAGE OF DARIEN

Purchaser

Purchaser's Signature

Date

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY, SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2024 PETERBILT MODEL 548, IN AN AMOUNT NOT TO EXCEED \$172,911.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the acceptance of a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$172,911.00, 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 2nd day of October, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of October, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES



Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
 Bolingbrook IL 60440
 (630) 616-3933

PURCHASE CONTRACT

Date: _____
 Quote #: DE-06010
 Type: Cash
 Salesperson: Tor Larkin
 PO #: _____

Bill To: 27842
 VILLAGE OF DARIEN
 1041 S FRONTAGE RD
 DARIEN IL 60561
 P:() -

Ship To:
 VILLAGE OF DARIEN
 1041 S FRONTAGE RD
 DARIEN, IL 60561

Stock#: 2135960 VIN:697093

2025 PETERBILT 548

monroe 4BD00005626-2

Price: \$130,257.23

\$172,911.00

Per Unit: \$303,168.23

Total Price \$303,168.23

Documentation Fee \$300.00

Title Fee \$165.00

Plate Fee \$8.00

Total , \$303,641.23

* Truck # 103 UPDATED MONROE'S PETERBILT Pricing
 1st HALF 2024 BUILD ESTIMATED FROM PETERBILT

Quote#:

DE-06010

Date:

Customer: 27842

IMPORTANT BUYER INFORMATION

1. AS IS SALE. Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.
2. TERMS AND CONDITIONS. The terms and conditions for this purchase and sale are attached.
3. NO ORAL AGREEMENTS. There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.
4. NON-CANCELLABLE. This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein. I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature

Date

Sales Representative

Manager

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions: 1. DEFINITIONS AND RELATIONSHIP: As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c) "Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES: Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. TRADE-IN REAPPRAISAL: If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE: Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. TRADE-IN ALLOWANCE. The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. TRADE IN PAYOFF. Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. BUYER INDEMNITY. Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. BUYER DEFAULT: Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, Dealer has the right, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered and to comply with the terms of this Order, to retain, as liquidated damages, any cash deposit made by Buyer and, may sell any trade-in and reimburse itself from the proceeds of such sale for the expenses specified in Paragraph 2 above, and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including lost profits.

9. DESIGN CHANGES: Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. DELIVERY LIABILITY LIMITATION: Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. TAXES: The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. WARRANTY DISCLAIMER: A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY. B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES,

EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER. D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection. E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. **DAMAGE DISCLOSURE:** A. **NEW VEHICLE. DEMONSTRATOR. EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE:** Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed. B. **USED VEHICLES:** Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer. Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. **ODOMETER DISCLAIMER:** The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. **COLOR OR EQUIPMENT CHANGE:** If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. **OTHER DOCUMENTS:** The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. **SAVINGS CLAUSE. GOVERNING LAW AND VENUE:** Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. **ARBITRATION:** Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. **FINANCING.** Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. **FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE.** If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. **SECURITY INTEREST IN TRADE-IN.** By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. **PROMISSORY NOTE/ADDITIONAL CHARGES.** Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. **SUCCESSION.** This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. **REBATE.** If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. **OTHER DOCUMENTS; CORRECTION.** The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. **REPOSSESSION.** In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE. The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-606 of the Uniform Commercial Code.

28. LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER: Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and **BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY.** This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. NOTICE TO DEALER OF DEFECTS OR CLAIM. Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.

30. TITLE. The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. VEHICLE EMISSION LAW. Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. CONSEQUENTIAL DAMAGES. Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. ATTORNEYS FEES. In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. SEVERABILITY. Buyer and Dealer agree that if any portion of this Order is deemed unenforceable or contrary to the law, only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. WAIVER OF CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

VILLAGE OF DARIEN

Purchaser

Purchaser's Signature

Date

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

Approval of a resolution, Change Order No. 2, authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis with Monroe body, to replace unit 109, from Monroe Truck Equipment, in amount not to exceed \$6,321.00.

RESOLUTION

BACKGROUND/HISTORY

The new Peterbilt truck was approved for replacement in May of 2021. Truck inventory continues to be nonexistent and production has not returned to full capacity since the pandemic. Recently Peterbilt reached out to their distributors and informed them that the 348 was no longer in production and is being replaced with Model 548. Due to the change in production, Change Order No. 1 was presented to City Council and approved at the August 21, 2023 meeting. See [Attachment A](#).

Monroe recently informed the City of Darien that they can no longer sustain the pricing of 2 years ago and have increased costs by \$6,321. See attached [Exhibit A](#).

Below is the revised expenditure summary;

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 21/22 BUDGET	EXPENDITURE	BALANCE
01-30-4815	Capital Purchases Truck Replace Unit 109 Cab & Chassis	\$ 235,000.00	\$ 98,554.65	
01-30-4815	Capital Purchases Truck Replace Unit 109 Dump & Snow Plowing Equipment	N/A	\$122,373.00	
01-30-4815	Capital Purchases Utility Truck Unit 109 Striping	N/A	\$ 1,107.22	\$12,965.13
	TOTAL FY 21-22 APPROVED 5/03/21		\$222,034.87	

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET-CARRYOVER	PROPOSED EXPENDITURE	BALANCE
01-30-4815	Capital Purchases Truck Replace Unit 109 Cab & Chassis	\$235,000.00	\$222,034.87	\$12,965.13

See Attached Budget sheet as [Attachment B](#)

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGETED IN 2021/22 AND 2022/23	PROPOSED EXPENDITURE	BALANCE
01-30-4815	Capital Purchases Truck Replace Unit 109 Cab & Chassis	*\$235,000.00	\$ 98,554.65	\$207,445.35
01-34815	Change Order No.1 JX Truck Center APPROVED 08/21/23	N/A	\$ 27,038.34	\$180,407.00
01-30-4815	Capital Purchases Truck Replace Unit 109 Dump & Snow Plowing Equipment	N/A	\$122,373.00	\$58,034.00
01-30-4815	Capital Purchases Utility Truck Unit 109 Striping	N/A	\$ 2,000.00	\$56,034.00
Total	Total Expenditure	\$235,000.00	\$249,965.99	(\$ 14,965.99)
01-30-4815	Change Order No. 2 Monroe Truck Replace Unit 109 Dump & Snow Plowing Equipment	N/A	\$ 6,321.00	(\$ 21,286.99)
Total	Total Expenditure	\$235,000.00	\$256,286.99	(\$ 21,286.99)

*Please note, the previous memo on August 21, 2023 had an error, as the budgeted amount was listed as \$306,000.00. The truck was anticipated to be delivered in April of 2023 and was not carried forward for the FY 2023-24 Budget and no cost increase was indicated from the manufacturer in FY 2022-23.

The revised expenditure will recognize a shortfall of \$21,287.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving a resolution, Change Order No. 2, authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis with Monroe body, to replace unit 109, from Monroe Truck Equipment, in amount not to exceed \$6,321.00.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023, City Council agenda for formal consideration.

AGENDA MEMO
City Council
August 21, 2023

ISSUE STATEMENT

Approval of a resolution, Change Order No. 1, authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis with Monroe body, to replace unit 109, from Peterbilt Illinois Joliet, Inc. dba JX Truck Center, in amount not to exceed \$27,038.34.

RESOLUTION

BACKGROUND/HISTORY

The new Peterbilt truck was approved for replacement in May of 2021, see Attachment A. Truck inventory continues to be nonexistent and production has not returned to full capacity since the pandemic. Recently Peterbilt reached out their distributors and informed them that the 348 was no longer in production and being replaced with Model 548. See attached email labeled as Attachment B. The end result is a net increase of \$27,038.34 While Staff has been continuing to research purchasing opportunities for these larger trucks results have been unsuccessful.

As further information only, Monroe Truck Equipment has not indicated that there will be any price increases at this time.

The FY23/24 Budget includes carryover funding for the abovementioned items from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	EXPENDITURE	BALANCE
01-30-4815	Capital Purchases Truck Replace Unit 109 Cab & Chassis	\$ 306,000.00	\$ 98,554.65	\$207,445.35
01-30-4815	Capital Purchases Truck Replace Unit 109 Dump & Snow Plowing Equipment	N/A	\$122,373.00	\$85,072.35
01-30-4815	Capital Purchases Utility Truck Unit 109 Striping	N/A	\$ 1,107.22	\$83,965.13
Sub-Total	FY 21/22 City Council Approved	N/A	\$222,034.87	\$83,965.13
01-30-4815	Change Order No.1 JX Truck Center	N/A	\$ 27,038.34	\$56,926.79
Total	Total Expenditure	\$306,000.00	\$249,073.21	\$56,926.79

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on August 21, 2023. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the August 21, 2023, City Council agenda, New Business for formal consideration.

AGENDA MEMO
City Council
May 3, 2021

ISSUE STATEMENT

Approval of a resolution authorizing the purchase of one (1) new 2021 Peterbilt Model 348 cab and chassis, to replace unit 109, from JX Truck Center, an amount not to exceed \$98,554.65.

AND

Approval of a resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2021 Peterbilt Model 348, in an amount not to exceed \$122,373.00.

BACKGROUND/HISTORY

The vehicle up for replacement is a 2010 International MaxxForce that received a 76.29 rating with approximately 52,000 miles, and is starting to experience issues with the diesel particulate filter, EGR cooler and multiple turbo issues. The unit has served its useful life and requires replacement. See Attachment A. The department has been utilizing the Peterbilt line for the last two years and has provided very reliable performance.

The cab and chassis will be purchased from JX Truck Center, delivered to Monroe Truck Equipment for the dump body, pneumatic and hydraulic controls, snowplow equipment package and safety lighting. Both the cab & chassis as well as the body and snowplow equipment would be purchased through the Sourcewell Purchasing Cooperative, formerly National Joint Purchase Alliance Program (NJPA), under Contract No 081716-PMC. See Attachment B.

The FY21/22 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 21/22 BUDGET	EXPENDITURE	BALANCE
01-30-4815	Capital Purchases Truck Replace Unit 109 Cab & Chassis	\$ 225,000.00	\$ 98,554.65	\$ 126,445.35
01-30-4815	Capital Purchases Truck Replace Unit 109 Dump & Snow Plowing Equipment	N/A	\$ 122,373.00	\$ 4,072.35
01-30-4815	Capital Purchases Utility Truck Unit 109 Striping	N/A	\$ 1,107.22	\$ 2,965.13

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the purchase of one (1) new 2021 Peterbilt Model 348 Cab and Chassis, to replace unit 109, from JX Truck Center in an amount not to exceed \$98,554.65

AND

Approval of a resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body and snow plow equipment package, lighting accessories, and hydraulic controls, for the 2020 Peterbilt Model 348, in an amount not to exceed \$122,373.00.

2021 Peterbilt and Equipment

May 3, 2021

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ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the May 3, 2021, City Council agenda for formal consideration.

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	109	DEPARTMENT	Street	DATE
MODEL YEAR	2010	MODEL	maxx force	10-20-20
CURRENT MILEAGE	51,434	CURRENT HOURS		
			MAXIMUM POINTS	VEHICLE SCORE
AGE				
	Department	Street		
	Life Expectancy	12		
	Age as of Report Date	10		
	AGE: Meets Requirements		20	20
USAGE				
	MILES	51,434		
	HOURS			
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE: Meets Requirements		20	10-29
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	11
MAINTENANCE AND REPAIR COSTS				
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE	1100,000.00		
	LIFE TO DATE REPAIR COST	25,295.03		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	15.81%		

UNIT NO	109	DEPARTMENT		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	3
CONDITION:				
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)			
	CONDITION: Meets Requirements		15	12
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5	5
TOTAL POINTS			100	76.29

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor	
	Group System								Cost	Hours
109: 2010 INTERNATIO MAXXFORCE DT 1HTWDAAR1AJ281077										
0000028982		2775	01/01							
01-PMA: PREV. MAINT.				09/21/10	08/01	001		\$75.45	\$56.00	2.00
05-21: AXEL FRONT				09/21/10	08/01	001		\$45.36	\$28.00	1.00
0000028993		3110	01/02							
03-07: INTERIOR				10/05/10	01/01	001		\$59.36	\$28.00	1.00
02-19: WHEELS/RIMS				10/05/10	01/01	001		\$52.36	\$84.00	3.00
0000029027		3125	01/01							
01-PME: PREV. MAINT.				10/04/10	08/01			\$0.00	\$0.00	0.00
0000029147		6156	01/02							
03-07: INTERIOR				02/15/11	01/01	001		\$32.77	\$14.00	0.50
03-07: INTERIOR				02/15/11	01/01	002		\$0.00	\$7.50	0.50
0000029163		6300	01/02							
03-07: INTERIOR				02/25/11	01/01	001		\$87.47	\$28.00	1.00
0000029236		6465	01/01							
01-PME: PREV. MAINT.				04/27/11	08/03			\$0.00	\$30.00	0.00
0000029472		8648	01/01							
01-PME: PREV. MAINT.				10/26/11	08/03			\$0.00	\$30.00	0.00
0000029709		11495	01/01							
01-PME: PREV. MAINT.				04/10/12	08/03			\$0.00	\$30.00	0.00
0000029893		13063	01/03							
04-18: HUB/BEARNG/SEAL				09/25/12	01/01	002		\$12.92	\$22.50	1.50
0000029936		13296	01/03							
06-35: BATTERY				10/30/12	01/01	002		\$526.65	\$15.00	1.00
0000029946		13202	01/01							
01-PME: PREV. MAINT.				10/30/12	08/03			\$0.00	\$30.00	0.00
0000030079		15668	01/03							
09-64: AUGERS & V-BOXS				03/11/13	01/01	002		\$0.00	\$15.00	1.00

Equipment	Repair Order	Meter	Shop Loc/ Rep Class	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(s)	Labor Cost	Hours
Group System			Repair Date						

109: 2010 INTERNATIO MAXXFORCE DT 1HTWDAAR1AJ281077

0000030118	15281	01/03							
06-34: LIGHTING SYS			04/11/13	01/01	002		\$5.46	\$15.00	1.00
0000030148	15168	01/01							
01-PME: PREV. MAINT.			04/29/13	08/03			\$0.00	\$30.00	0.00
0000030234	17209	01/03							
07-42: COOLING SYS			07/24/13	01/01	002		\$5.22	\$7.50	0.50
0000030252	17260	01/01							
07-41: AIR INTAKE SYS			08/01/13	08/01	002		\$48.48	\$7.50	0.50
0000030278	17359	01/02							
01-PMA: PREV. MAINT.			08/22/13	01/01	002		\$0.00	\$0.00	0.00
0000030304	17361	01/01							
06-34: LIGHTING SYS			09/26/13	01/01	002		\$19.90	\$15.00	1.00
0000030309	17733	01/03							
03-03: SHEET METAL			10/05/13	01/01	002		\$0.76	\$105.00	7.00
0000030312	17794	01/03							
03-03: SHEET METAL			10/11/13	01/01	002		\$606.14	\$60.00	4.00
0000030350	17450	01/01							
01-PME: PREV. MAINT.			10/31/13	08/03			\$0.00	\$30.00	0.00
0000030452	22905	01/02							
06-34: LIGHTING SYS			03/25/14	01/01	002		\$0.00	\$22.50	1.50
0000030487	22910	01/01							
01-PME: PREV. MAINT.			04/30/14	08/03			\$0.00	\$30.00	0.00
0000030664	25262	01/03							
11-83: AIR COMPRESSOR			09/22/14	01/01	002		\$0.00	\$22.50	1.50
0000030681	25610	01/03							

Equipment	Repair Order	Meter	Shop Low Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic Vendor	Work Acc	Parts	Labor Cost	Hours
Group System										
109: 2010 INTERNATIO MAXXFORCE DT 1HTWDAAR1AJ281077										
0000030681	06-34: LIGHTING SYS	25610	01/03	10/10/14	01/01	002		\$12.03	\$7.50	0.50
0000030687	03-10: WIPERS/WASHERS	25799	01/01	10/15/14	01/01	002		\$29.22	\$3.75	0.25
0000030701	01-PMA: PREV. MAINT.	26966	01/01	10/27/14	08/01	002		\$137.04	\$52.50	3.50
	07-41: AIR INTAKE SYS			10/27/14	08/01	002		\$71.50	\$3.75	0.25
	07-44: FUEL SYS			10/27/14	08/01	002		\$64.95	\$7.50	0.50
0000030704	01-PME: PREV. MAINT.	25491	01/01	10/28/14	08/03			\$0.00	\$30.00	0.00
0000030844	04-13: BRAKES	28479	01/03	04/17/15	01/01	002		\$160.32	\$60.00	4.00
0000030861	01-PME: PREV. MAINT.	28423	01/01	04/29/15	08/03			\$0.00	\$30.00	0.00
0000031008	01-PME: PREV. MAINT.	29928	01/01	10/16/15	08/03			\$0.00	\$30.00	0.00
0000031088	01-PME: PREV. MAINT.	31687	01/01	04/29/16	08/03			\$0.00	\$30.00	0.00
0000031139	03-07: INTERIOR	32862	01/03	08/16/16	01/01	002		\$794.42	\$90.00	6.00
	01-PMA: PREV. MAINT.			08/16/16	01/01	002		\$143.99	\$15.00	1.00
0000031182	01-PME: PREV. MAINT.	33391	01/01	10/28/16	08/03			\$0.00	\$30.00	0.00
0000031237	05-27: XMISSION AUTO	34769	01/03	02/03/17	01/01	002		\$404.46	\$97.50	6.50
0000031318	01-PME: PREV. MAINT.	34889	01/01	04/30/17	08/03			\$30.00	\$0.00	0.00

Equipment	Repair Order	Meter	Shop Loc/ Rep Class	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part	Cost	Hours
Group System	Repair Date								
109: 2010 INTERNATIO MAXXFORCE DT 1HTWDAAR1AJ281077									
0000031474	37039	01/03							
02-17: TIRES,TUBES,ETC		09/12/17	01/01	002			\$1,453.22	\$15.00	1.00
0000031517	37222	01/01							
01-PME: PREV. MAINT.		10/04/17	08/03				\$0.00	\$30.00	0.00
0000031571	38290	01/03							
07-41: AIR INTAKE SYS		01/31/18	01/03				\$11,422.74	\$0.00	0.00
0000031576	38375	01/03							
03-10: WIPERS/WASHERS		01/24/18	01/01	002			\$44.20	\$7.50	0.50
0000031666	39769	01/01							
01-PME: PREV. MAINT.		04/04/18	08/03				\$0.00	\$30.00	0.00
0000031715	40567	01/01							
06-32: CRANKING SYS		06/18/18	08/01	002			\$580.00	\$150.00	10.00
04-13: BRAKES		06/18/18	08/01	002			\$75.99	\$30.00	2.00
0000031736	40661	01/01							
09-63: HOSES & FITTING		07/19/18	08/01	002			\$0.00	\$75.00	5.00
0000031770	41109	01/03							
04-13: BRAKES		09/12/18	01/01	002			\$556.80	\$120.00	8.00
0000031776	41182	01/03							
01-PMB: PREV. MAINT.		09/19/18	01/01	002			\$503.44	\$120.00	8.00
0000031793	42408	01/01							
09-63: HOSES & FITTING		10/19/18	08/01	002			\$60.95	\$60.00	4.00
0000031815	41269	01/01							
01-PME: PREV. MAINT.		10/01/18	08/03				\$0.00	\$30.00	0.00
0000031879	44073	01/01							
04-16: SUSPENSION		02/15/19	01/03				\$1,889.71	\$0.00	0.00

Equipment	Repair Order	Meter	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
	Group System									
109: 2010 INTERNATIO MAXXFORCE DT 1HTWDAAR1AJ281077										
0000031908		44394	01/01							
06-34: LIGHTING SYS				03/27/19	01/01	TOM		\$43.77	\$10.33	0.25
0000031924		44403	01/01							
06-34: LIGHTING SYS				04/10/19	01/01	TOM		\$25.00	\$20.65	0.50
0000031945		44797	01/01							
09-63: HOSES & FITTING				05/24/19	01/01	TOM		\$201.60	\$82.60	2.00
0000031983		41269	01/01							
06-34: LIGHTING SYS				07/26/19	01/01	TOM		\$22.09	\$10.33	0.25
0000032020		46517	01/01							
06-34: LIGHTING SYS				10/01/19	01/01	TOM		\$74.90	\$20.65	0.50
0000032024		41269	01/01							
01-PME: PREV. MAINT.				10/01/19	08/03			\$0.00	\$40.50	0.00
0000032083		47077	01/01							
03-07: INTERIOR				12/27/19	01/03			\$4,461.90	\$2,000.00	0.00
0000032134		48839	01/01							
01-PMA: PREV. MAINT.				03/23/20	08/01	TOM		\$105.45	\$123.90	3.00
07-42: COOLING SYS				03/23/20	08/01	TOM		\$10.40	\$41.30	1.00
0000032137		48848	01/01							
04-11: AXEL FRONT				04/01/20	01/01	TOM		\$890.83	\$702.10	17.00
0000032170		49225	01/01							
06-39: HORN & SIREN				05/12/20	01/01	TOM		\$65.00	\$20.65	0.50
0000032180		49002	01/01							
01-PME: PREV. MAINT.				04/01/20	08/03			\$0.00	\$44.50	0.00
0000032207		50019	01/01							
04-13: BRAKES				07/06/20	01/01	TOM		\$302.70	\$82.60	2.00
0000032208		50038	01/01							

Equipment	Repair Order	Meter	Shop Loc/ Rep Class	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
Group-System			Repair Date						
109: 2010 INTERNATIO MAXXFORCE DT 1HTWDAAR1AJ281077									
0000032208	01-PMB: PREV. MAINT.	50038	01/01	07/06/20	08/01	TOM	\$215.00	\$61.95	1.50
0000032217	03-06: DOORS	50060	01/01	07/14/20	01/01	TOM	\$0.00	\$41.30	1.00
	01-PME: PREV. MAINT.			07/14/20	08/01	TOM	\$0.00	\$10.33	0.25
0000032224	07-42: COOLING SYS	50129	01/01	07/20/20	01/01	TOM	\$3.58	\$165.20	4.00
0000032263	07-46: BELTS	51434	01/01	09/21/20	01/01	TOM	\$69.90	\$82.60	2.00
Equipment - 109 Total							\$26,505.40	\$5,479.49	126.25
Grand Total							\$26,505.40	\$5,479.49	126.25

\$25,295.03



NJPA CONTRACT 081716-PMC

Date: 1/6/2021

To: CITY OF DARIEN
1041 S FRONTAGE ROAD
DARIEN, IL 60561
Kris Throm



Dear Kris,

JX Peterbilt - is pleased to present a price quotation for (1) New 2021 Peterbilt Model 348 cab and chassis with the enclosed specifications.

Peterbilt Cab & Chassis**All as per attached specifications**

2020 List price-----\$146,241.00
Sourcewell Discount 35%-----\$51,184.35
JX return customer discount-----\$1500.00
Total chassis price -----\$93,556.65

2021 Peterbilt 348 tandem axle with enclose specs	\$95,514.65
Title fees/Doc Fees/Floorplan	Included
Heated Winshield	\$750.00
Warranty: Engine & Aftertreatment 5 year/100k miles	\$2,290.00
Total	\$98,554.65

Quote Valid for 60 days

Options:

-Early chassis payoff: Deduction of \$1500.00 from chassis price per unit

Sincerely,

Tor Michael William Larkin | Fleet Account Manager

JX Truck Center - Bolingbrook | Elmhurst | Wadsworth

Office: 630-516-3560 ext 3434 Cell: 224-200-2483

535 E. South Frontage Rd, Bolingbrook, IL 60440

Business 708-889-4686 Fax 708-889-4670

Visit us at
www.JXE.com



Peterbilt Illinois-Joliet (P128)
535 East S. Frontage Rd
Bolingbrook, Illinois 60440

Vehicle Summary

Unit		Chassis	
Model:	Model 348	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	23000
Description 1:	VO DARIEN	G.C.W. (lbs):	43000
Description 2:	SINGLE AXLE EXT CAB 348		
Application		Road Conditions:	
Intended Serv.:	Snowplow	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	End Dump		6
Length (ft):	13	Wheelbase (in):	192
Height (ft):	11	Overhang (in):	74.9
Max Laden Weight (lbs):	3200	Fr Axle to BOC (in):	69.8
		Cab to Axle (in):	122.2
Trailer		Cab to EOF (in):	197.1
No. of Trailer Axles:	0	Overall Comb. Length (in):	305.1
Type:		Special Req.	
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	Weight
Base Model			
0003481	S	Model 348 The Model 348 was designed to exceed the rigid demands of Class 7 and Class 8 specialty application markets that require rugged durability and a wide range of optional content. The Model 348 represents a multi-dimensional performer with a GVW from 33,000 to 66,000 lbs. and optional capacity ratings to suit almost any vocation. The 348 is also available in a specifically designed all-wheel-drive configuration. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 348 is in a class by itself.	10,610
0091200	S	Other Commodity	0
0093150	O	Snowplow Truck which is configured for mounting a snowplow to the front. May also have dump or other body.	0
0095170	O	End Dump	0
0098170	S	United States Registry	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	478
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	0
0613090	S	Three-Piece Crossmembers	0
0620580	O	27.8in Bumper Extension without Adapter Includes Stationary Grille. Requires FEPTO Bumper.	75
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0
0651090	S	Omit Rear Mudflaps and Hangers	0
Front Axle & Equipment			
1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	144

Price Lock: July 1, 2020

Desk: VO DARIEN

Printed On: 1/5/2021 10:32:52 AM

Date: January 06, 2021

Quote Number: QDO-757844-BMM/RO



Sales Code	Std/ Opt	Description	Weight
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	119
1243050	O	Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings.	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1354855	O	PHP10 Iron PreSet Hubs-Air Disc	0
1380290	O	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	30
1391480	O	Pad Dust Shields for Air Disc Brakes; Front Axle Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	2
Rear Axle & Equipment			
1513280	S	Dana Spicer S23-172, 23,000lb	0
1616370	S	PHP10 Iron PreSet Hubs	0
1660000	O	Dust Shields For Cam Brakes, Drive Axle(s)	15
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	S	Stability System Not Selected Or Not Available	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1686348	S	Single Drive Axle (Model 348)	0
1687080	O	Air Disc Rear Brakes, Single Drive Axle	0
1706140	O	Ratio 6.14 Rear Axle	0

Price Level: July 1, 2020

Desk: VO DARIEN

Printed On: 1/8/2021 10:32:52 AM

Date: January 06, 2021

Quote Number: QU01757944-B3M7R0



Sales Code	Std/ Opt	Description	Weight
1811210	S	Peterbilt Air Trac 23,000 lb Light Weight	0
1911010	O	Steel Suspension Insert Up To 77" Overhang	123
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	2

Engine & Equipment

2074407	O	PACCAR PX-9 330@2000 GOV@2200 1000@1200 Productivity (2021 Emissions)	0
		N21350 C121 64....Maximum Accelerator Pedal Ve N21370 C128 64....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21630 C190 80....High Ambient Temperature Thr N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21590 C382 YES...Enable Hot Ambient Automatic N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21620 C189 60....Intermediate Ambient Tempera N21550 C206 100...Engine Load Threshold (P516) N21340 C209 120...Hard Maximum Speed Limit (P1 N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21500 C395 0.....Expiration Distance (N209) N21320 C399 120...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)	
2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Overrule	0
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2092013	O	Typical Operating Speed 60 MPH	0

Price Level: July 1, 2020

Dept: VO DARIEN

Printed On: 1/5/2021 10:32:52 AM

Date: January 08, 2021

Quote Number: QUO-757944-83M7R0



Sales Code	Std/ Opt	Description	Weight
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2140010	O	Belly Pan	35
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	62
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
2539490	O	Batteries In RH BOC Box	0
2539740	O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	3
2621000	O	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
2921160	S	Spin-On Fuel/Water Separator	0
2921210	S	No Fluid Heat Option for Fuel Filter	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
3114270	S	High Efficiency Cooling System	0

Price Level: July 1, 2020

Dealt: MD DARIEN

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Date: January 06, 2021

Quote Number: QUO-757944-23M7R0



Sales Code	Std/ Opt	Description	Weight
		Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	
3211120	S	Radial Seal, Dry Type Air Cleaner, Frontal Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	29
3381770	O	Curved Tip Standpipe(s)	0
3387610	O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	-2

Transmission & Equipment

4052110	O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).	195
4210080	S	1710 HD Driveline, 1 Midship Bearing	0
4250650	O	LH PTO Access Dipstick Tube Routing, Allison Trans	0
4252890	O	Allison FuelSense 2.0 Not Desired	0
4252950	O	Omit Allison Neutral At Stop	0
4256590	O	Seat Mounted Push Button Shifter	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0

Air & Trailer Equipment

4510190	S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air	0
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Price Level: July 1, 2020

Deal: VO DARIEN

Printed On: 1/6/2021 10:32:52 AM

Date: January 06, 2021

Quote Number: QUD-757944-B3MTR0



Sales Code	Std/ Opt	Description	Weight
		dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	
4520420	O	Pull Cords All Air Tanks	0
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4611730	O	7-Way Electric Harness, Socket Mounted EOF	11
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	4
Tires & Wheels			
5033410	O	FF: GY 20Ply 315/80R22.5 Endurance WHA Efficiency Rating: Poor Goodyear's Best Waste Haul All-position Tire For Long Miles To Removal. Diameter= 43.1 inches; SLR= 20.0 inches.	54
5130490	O	RR: GY 16ply 11R24.5 G182 RSD Efficiency Rating: Poor Diameter = 44.1 inches; SLR = 20.8 inches	108
5190004	O	Code-rear Tire Qty 04	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 Clean Buff Finish Aluminum, Ultra ONE wheels with MagnaForce alloy that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	-36
5320540	O	RR: Alcoa 98U637 24.5X8.25 Clean Buff Finish Aluminum, Ultra ONE wheels with MagnaForce alloy.	-60
5390004	O	Code-rear Rim Qty 04	0
Fuel Tanks			
5554100	O	26" Aluminum 70 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	11
5602070	O	Location LH U/C 70 Gallon	0

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Sales Code	Std/ Opt	Description	Weight
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
5652990	S	DEF To Fuel Ratio 2:1 Or Greater	0
5655019	S	DEF Tank Small 11.1 Gallon Capacity	0
Battery Box & Bumper			
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-84
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6121060	O	Steel Bumper Swept Back Painted Black, With FEPTO Two tow pin holes and step plates on top of bumper	90
Cab & Equipment			
6510110	S	Alum Cab 108in BBC Metton Hood w/Bright Crown Includes view window RH door and convex mirror over RH door.	0
6540120	O	Severe Service Cab Package #1 Includes Aluminum side skins, aluminum rear skin, steel windshield mask, steel firewall, and steel front floor sheet on all cabs, and additional reinforcement structure on the back wall of the day cab.	39
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
6540720	O	10" Extension for Ultra Day Cab Add additional 10" to the loadspace dimension-- refer to the horizontal dimension workscreen.	163
6800360	O	Rubber Fender Lips 2" Wide	8
6911710	O	National Premium Driver Seat Increased comfort with more foam in critical areas, better lumbar support, improved adjustability and suspension with toggle link design.	4
6921700	S	National Passenger Seat Increased comfort with more foam in critical areas, better lumbar support, improved adjustability and suspension with toggle link design.	0
6930060	O	Driver Seat Heated Includes heating elements in the lower cushion and backrest. Temperature is preset for optimum comfort and controlled by a high/low switch and an on/off switch next to the adjustment valves on the seat.	4
6930500	O	Drivers Armrest - RH Only	2
6930800	O	Black Seat Color IPO Standard Color	0
6939400	S	Air Ride Driver	0

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Sales Code	Std/ Opt	Description	Weight
6939420	S	High Back Driver	0
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0
6939520	S	High Back Passenger	0
6939570	S	Vinyl Passenger	0
7001520	O	Adjustable Steering Column - Tilt/Telescope	11
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
7036120	S	Interior Gray/Black Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7230060	S	1-Piece Curved Windshield	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7322130	O	Cup Holder (Floor Mounted) Includes two standard-size drink holders and one extra-large jugholder, coin tray, and clipboard-size storage area.	4
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	4
7561180	O	Aero Mirrors Ea Side Htd & Mtrzd 4-Way Adjustable Bright Finish with Convex	4
7564110	S	Power Package Includes power door locks and power windows.	0
7610020	O	(1) Air Horn 15" Painted Mounted under cab.	8
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728040	O	Bluetooth Phone and Audio	0
7728050	O	USB Port	0

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Quote Number: Q110-757944-B3M7R0



Sales Code	Std/ Opt	Description	Weight
7748140	O	CB Terminals/Wiring Mounted Under Header	0
7788140	O	Radio Antenna Mounted on LH Mirror Bracket	0
7850210	O	Plug-In Auto Reset Circuit Breaker in place of fuses in junction box.	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7901130	O	Backup Alarm (107 DB)	3
8011400	O	Main Transmission Oil Temperature Gauge Located in Driver Information Display	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0
8071510	O	(1) Additional Electric Switch Without Wiring	0
8071870	S	Main Instrumentation Panel, Graphics Display Includes speedometer with trip odometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights with audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0
8072370	O	(1) Additional Air Rocker, Guard Indicator light, plumbed to firewall (occupies the space of one gauge), blank label	0
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0
8120980	S	(5) Marker Lights, Aero LED	0
8133450	O	(2) Brackets F/O Beacon/Strobe, Roof Mounted (2) brackets for furnished by owner beacon / strobe lights roof mounted. Located above each door toward rear, includes switch and wiring.	4
8134070	O	(2) Additional Dome/Reading Lights, Ceiling Mtd	0
8140080	O	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	-7
8140850	O	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	1
Paint			
8500710	S	Standard Paint Color Selection	0

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Sales Code	Std/Opt	Description	Weight
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

8999989	O	Shipping Destination To Dealership	0
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Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0

Miscellaneous

9409831	O	2021 EPA Emissions Engine Warranty Only	0
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Promotions

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	\$146,241
Marketing and Service Support Fee	\$875
Prepaid Freight	\$2,450
Total Surcharge/Options Not Subject To Discount	\$0
Total Weight	12,374

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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812 Draper Avenue
Joliet, IL 60432
Sales Rep: Tom Markel
Ph: (331) 229-0744
www.MonroeTruck.com

J.O. #

Quotation ID: 4BD0004819

Date: 1/19/2021

Valid thru: 2/18/2021

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:

SINGLE AXLE PATROL TRUCK

Chassis Information

Year: 2021	Make: PETERBILT	Model: CV	Chassis Color: WHITE	Cab Type:
Single/Dual: DRW	CA: 106.0	CT:	Wheelbase:	Engine: DIESEL
			F.O. Number #:	Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
SOURCEWELL (NJPA) MULTI-PURPOSE DUMP BODY PATROL TRUCK PACKAGE SKU # 9TRR000708 SOURCEWELL MEMBER # 110530	

MONROE RADIUS DUMP SPREADER BODY

- 10' RDS COMBO BODY BUILT OF 201 STAINLESS STEEL
- DA TELESCOPIC HOIST WITH TRUNION MOUNT
- REAR DISCHARGE
- DUAL AUGER CONVEYOR SYSTEM WITH PLANETARY DRIVER GEARBOX SYSTEM
- AIR TRIP TAILGATE
- ILLINOIS DOT SS 1/2 CAB GUARD
- TAPERED FRONT TO REAR INTEGRATED SIDES MADE OF 201 STAINLESS STEEL
- SELF LEVELING STAINLESS STEEL REAR SPINNER ASSEMBLY WITH POLY SPINNER DISC
- PAIR OF STAINLESS STEEL FENDERS OVER REAR WHEELS W/ RUBBER FLAPS FRONT AND REAR
- STAINLESS STEEL 16" WIDE FOLD-UP LADDER W/ BUSTIN STEPS ON BOTH SIDES
- GREASE LINE KIT FOR AUGERS AND AIR TAILGATE LINKAGE
- STAINLESS STEEL TOP GRATES
- STAINLESS STEEL FLOOR COVER TO PROTECT AUGERS DURING SUMMER USE
- SPRAY BAR KIT FOR PREWET IN AUGER TROUGH
- SPILL GUARD: PIN-ON SPREADER APRON, STAINLESS STEEL
- (2) SS SPRING LOADED SHOVEL HOLDERS - ONE EACH SIDE
- RED/WHITE REFLECTIVE TAPE
- BODY UP INDICATOR PROGRAMMED INTO 5100 CONTROLLER

PULLTARP BRAND TARP ASSEMBLY

- GALVANIZED STEEL HOUSING
- ASPHALT TARP WITH SIDE FLAPS
- FULLY RETRACTABLE W/O ARMS

REAR HITCH

- 1" PINTLE PLATE WITH 3/4" D-RINGS
- PINTLE HOOK W/MOUNTING, 50TON
- 6 PRONG TRAILER PLUG
- RELOCATE O.E.M. TRAILER PLUG
- BACK UP ALARM
- ELECTRIC BRAKE CONTROLLER

LIGHTS - WHELEN, JUSTICE SUPER LED ILL STROBE SYSTEMS, 72" LIGHT BAR

- 72" JUSTICE LED LIGHT BAR MOUNTED ON ROOF WITH LED SCENE LIGHTS
- LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
- LED BACK UP LIGHT MOUNTED IN REAR CORNER POST
- 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
- 2 LED SPREADER LIGHTS
- 2-YEAR WARRANTY

10' MONROE 4500 SERIES EXTRA HEAVY DUTY UNDERBODY SCRAPER



Description**Amount****STANDARD EQUIPMENT:**

- 1" THICK X 20" HIGH MOLDBOARD
- 5" CENTER PIN WITH THREE 3/4" MOUNTING BOLTS
- 2 1/2" DIAMETER HINGE SHAFT
- (2) HEAVY DUTY SHOCK ABSORBERS
- (2) 3 1/2" ACTUATING CYLINDERS
- 400 PSI CUSHION VALVE
- 1" SOLID NOTCH-LESS REVERSING CIRCLE (CAN ROTATE A FULL 45 DEG.)
- 4" REVERSING CYLINDERS W/ 2" CYLINDER RODS
- CONTOURED HOLD-DOWN BLOCKS WITH 3/8" UHMV POLY WEAR PLATES
- 96" LONG SOLID SHAFT HINGE WITH 3 ANCHOR PLATES
- ALL HINGES ARE GUSSETED WITH 1/2" MATERIAL
- HANGER PLATES: 3/4" X 25.5W" X 22"H, 1.25 GAUGE
- GREASE LINE EXTENSION: 19-BANK (LUBRICATES THE TRUNNIONS)
- (2) CURB GUARDS: WRAP-AROUND
- POWDER COATED BLACK
- INSTALLED

PRE-WET

- (2) 120 GALLON POLY PRE-WET TANKS MOUNTED ON SIDES OF BODY
- OPEN LOOP
- HYDRAULIC DRIVEN 7 G.P.M. PUMP
- STAINLESS STEEL MOUNTING HARDWARE
- CROSSOVER KIT
- BULK FILL KIT
- SNORKEL VENTING KIT FOR TANKS
- DISCHARGED WITH SLURRY BAR IN SPREADER TROUGH

PRE-WET SYSTEM - SINGLE 120 GAL BEHIND CAB TANK

- CLOSED LOOP
- PLUMBED INTO RDS TANKS WITH DIVERTER VALVE

PLOW HITCH:

- MC7082 QUICK HITCH W/FLAT FOLD CAPABILITY
- 4" X 10" DOUBLE ACTING LIFT CYLINDER
- REINSTALL FACTORY BUMPER
- HEATED LED PLOW LIGHTS MOUNTED ON STAINLESS STEEL BRACKETS

MONROE TORSION TRIP EDGE "J" STYLE POLY REVERSIBLE PLOW**STANDARD EQUIPMENT:**

- 45" HIGH X 11' LENGTH
- (10) 1/2" ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP
- CARBIDE CUTTING EDGE W/ COVER BLADE
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- HEAVY DUTY PUSHFRAME WITH 2" MOUNTING PLATE AND 2" BOLT HOLE
- RIGHT HAND MAILBOX TRIM PER OPTIMUM DIMENSION AT FULL REVERSE ANGLE
- (2) DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- MTE QUICK HITCH PLOW SIDE ATTACHMENT
- RUBBER SNOW DEFLECTOR
- FLOURESCENT ORANGE MARKERS
- CURB SHOES ON BOTH SIDES

MANUAL/ELECTRIC HYDRAULICS PACKAGE**STANDARD EQUIPMENT:**

- CLOSED LOOP FOR SPREADER AND PRE-WET
- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL
- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM
- SCRAPER: 2 WAY CURL
- SCRAPER: 2 WAY ANGLE
- 40 GALLON CAPACITY FILTER STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER MOUNTED IN CRADLE BEHIND CAB ABOVE FRAME



Description**Amount**

- FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- VALVE ENCLOSURE MOUNTED IN CRADLE BEHIND CAB
- STAINLESS STEEL LINES TO REAR
- STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER
- MANUAL LEVER CONTROLS
- LUCHBOX SYLLE CONTROL STAND
- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL
- SWITCH PANEL
- ROAD WATCH PAVEMENT MONITOR WITH LCD DISPLAY
- BLAST/PASS BUTTON MOUNTED ON PLOW LEVER
- INSTALLED

BRIGADE DASH-MOUNTED BACKUP CAMERA SYSTEM

- (2) LOW-LIGHT CAMERAS W/ INTEGRAL SUNSHIELD & BUILT-IN MICROPHONE
- SPLIT SCREEN MONITOR W/ 7" ANTI-GLARE, COLOR SCREEN, BUILT-IN SPEAKER, CLIP-IN SUNSHIELD
- WASH/DRY FOR BOTH CAMERAS

Quote Total: \$122,373.00**Additional Options:****Description****Amount****Add to quote?**

UPGRADE 5100 CONTROLLER TO 6100 (ADD)

\$6,839.00

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	NJPA R-49-19		
Customer Signature:				Date of Acceptance:	



RESOLUTION NO. R-33-21

**RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2021 PETERBILT
MODEL 348 CAB AND CHASSIS, TO REPLACE UNIT 109, FROM JX TRUCK
CENTER IN AN AMOUNT NOT TO EXCEED \$98, 554.65**

**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 (1) new 2021 Peterbilt Model 348 Cab and Chassis, to replace unit 109, from JX Truck Center in an amount not to exceed \$98,554.65, 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 3rd day of May, 2021.**

AYES: 6 - Belczak, Gustafson, Kenny, Schauer, Sullivan, Vaughan

NAYS: 0 - NONE

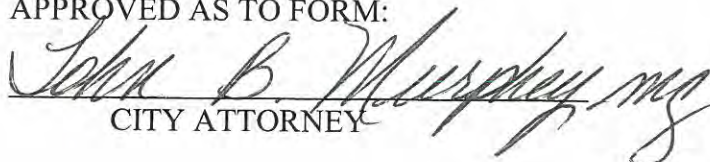
ABSENT: 1 - Chlystek

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 3rd day of May 2021.**


JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY





Sourcewell
Formerly NJPA

NJPA CONTRACT 081716-PMC

Date: 1/6/2021

To: CITY OF DARIEN
1041 S FRONTAGE ROAD
DARIEN, IL 60561
Kris Throm



Dear Kris,

JX Peterbilt - is pleased to present a price quotation for (1) New 2021 Peterbilt Model 348 cab and chassis with the enclosed specifications.

Peterbilt Cab & Chassis

All as per attached specifications

2020 List price-----\$146,241.00
Sourcewell Discount 35%-----\$51,184.35
JX return customer discount-----\$1500.00
Total chassis price -----\$93,556.65

2021 Peterbilt 348 tandem axle with enclose specs	\$95,514.65
Title fees/Doc Fees/Floorplan	Included
Heated Winshield	\$750.00
Warranty: Engine & Aftertreatment 5 year/100k miles	\$2,290.00
Total	\$98,554.65

****Quote Valid for 60 days****

Options:

-Early chassis payoff: Deduction of \$1500.00 from chassis price per unit

Sincerely,

Tor Michael William Larkin | Fleet Account Manager

JX Truck Center - Bolingbrook | Elmhurst | Wadsworth

Office: 630-516-3560 ext 3434 Cell: 224-200-2483

535 E. South Frontage Rd, Bolingbrook, IL 60440

Business 708-889-4686 Fax 708-889-4670

Visit us at
www.JXE.com

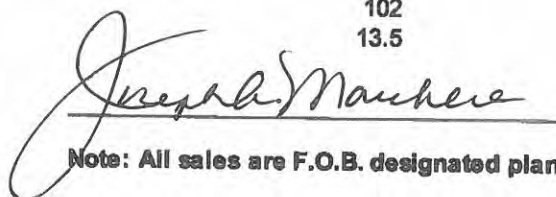


Peterbilt Illinois-Joliet (P128)
535 East S. Frontage Rd
Bolingbrook, Illinois 60440

Vehicle Summary

	Unit	Chassis
Model:	Model 348	Fr Axle Load (lbs): 20000
Type:	Full Truck	Rr Axle Load (lbs): 23000
Description 1:	VO DARIEN	G.C.W. (lbs): 43000
Description 2:	SINGLE AXLE EXT CAB 348	
Intended Serv.:	Application	Road Conditions:
Commodity:	Snowplow	Class A (Highway) 100
	Other Commodity	Class B (Hwy/Mtn) 0
		Class C (Off-Hwy) 0
		Class D (Off-Road) 0
Type:	Body	Maximum Grade: 6
Length (ft):	End Dump	Wheelbase (in): 192
Height (ft):	13	Overhang (in): 74.9
Max Laden Weight (lbs):	11	Fr Axle to BOC (in): 69.8
	3200	
		Cab to Axle (in): 122.2
		Cab to EOF (in): 197.1
No. of Trailer Axles:	Trailer	Overall Comb. Length (in): 305.1
Type:	0	
Length (ft):	0	Special Req.
Height (ft):	0	
Kingpin Inset (in):	0	
Corner Radius (in):	0	
	Restrictions	
Length (ft):	40	
Width (in):	102	
Height (ft):	13.5	

Approved by:



Date: 5-3-21

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	Weight
Base Model			
0003481	S	Model 348 The Model 348 was designed to exceed the rigid demands of Class 7 and Class 8 specialty application markets that require rugged durability and a wide range of optional content. The Model 348 represents a multi-dimensional performer with a GVW from 33,000 to 66,000 lbs. and optional capacity ratings to suit almost any vocation. The 348 is also available in a specifically designed all-wheel-drive configuration. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 348 is in a class by itself.	10,610
0091200	S	Other Commodity	0
0093150	O	Snowplow Truck which is configured for mounting a snowplow to the front. May also have dump or other body.	0
0095170	O	End Dump	0
0098170	S	United States Registry	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	478
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	0
0613090	S	Three-Piece Crossmembers	0
0620580	O	27.8in Bumper Extension without Adapter Includes Stationary Grille. Requires FEPTO Bumper.	75
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0
0651090	S	Omit Rear Mudflaps and Hangers	0
Front Axle & Equipment			
1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	144

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Deal: VO DARIEN

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Sales Code	Std/ Opt	Description	Weight
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	119
1243050	O	Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings.	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1354855	O	PHP10 Iron PreSet Hubs-Air Disc	0
1380290	O	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	30
1391480	O	Pad Dust Shields for Air Disc Brakes; Front Axle Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	2
Rear Axle & Equipment			
1513280	S	Dana Spicer S23-172, 23,000lb	0
1616370	S	PHP10 Iron PreSet Hubs	0
1660000	O	Dust Shields For Cam Brakes, Drive Axle(s)	15
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	S	Stability System Not Selected Or Not Available	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1686348	S	Single Drive Axle (Model 348)	0
1687080	O	Air Disc Rear Brakes, Single Drive Axle	0
1706140	O	Ratio 6.14 Rear Axle	0

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Sales Code	Std/ Opt	Description	Weight
1811210	S	Peterbilt Air Trac 23,000 lb Light Weight	0
1911010	O	Steel Suspension Insert Up To 77" Overhang	123
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	2

Engine & Equipment

2074407 O PACCAR PX-9 330@2000 GOV@2200 1000@1200
Productivity (2021 Emissions)

N21350 C121 64....Maximum Accelerator Pedal Ve
N21370 C128 64....Maximum Cruise Speed (P059)
N21460 C132 1400..Max PTO Speed (P046)
N21520 C133 5.....Timer Setting (P030)
N21610 C188 39....Low Ambient Temperature Thre
N21630 C190 80....High Ambient Temperature Thr
N21510 C225 YES...Enable Idle Shutdown Park Br
N21450 C231 NO....Gear Down Protection (P026)
N21570 C233 NO....Idle Shutdown Manual Overrul
N21440 C234 NO....Engine Protection Shutdown ()
N21480 C238 NO....Auto Engine Brake in Cruise
N21470 C239 NO....Cruise Control Auto Resume ()
N21590 C382 YES...Enable Hot Ambient Automatic
N21530 C396 YES...Enable Impending Shutdown Wa
N21540 C397 60....Timer For Impending Shutdown
N21620 C189 60....Intermediate Ambient Tempera
N21550 C206 100...Engine Load Threshold (P516)
N21340 C209 120...Hard Maximum Speed Limit (P1
N21430 C333 0.....Reserve Speed Limit Offset ()
N21410 C334 0.....Maximum Cycle Distance (N202
N21500 C395 0.....Expiration Distance (N209)
N21320 C399 120...Standard Maximum Speed Limit
N21400 C400 252...Reserve Speed Function Reset
N21420 C401 10....Maximum Active Distance (N20
N21330 C402 0.....Expiration Distance (N207)

2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Override	0
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2092013	O	Typical Operating Speed 60 MPH	0

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Sales Code	Std/ Opt	Description	Weight
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2140010	O	Belly Pan	35
2140200	S	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	62
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
2539490	O	Batteries In RH BOC Box	0
2539740	O	Kissling Battery Disconnect Switch, 300 amp Mounted on battery box	3
2621000	O	2-Speed Fan Clutch For Frequent Start/Stops A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0
2921160	S	Spin-On Fuel/Water Separator	0
2921210	S	No Fluid Heat Option for Fuel Filter	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
3114270	S	High Efficiency Cooling System	0

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Sales Code	Std/ Opt	Description	Weight
		Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	
3211120	S	Radial Seal, Dry Type Air Cleaner, Frontal Air Intake. Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	29
3381770	O	Curved Tip Standpipe(s)	0
3387610	O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	-2
Transmission & Equipment			
4052110	O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).	195
4210080	S	1710 HD Driveline, 1 Midship Bearing	0
4250650	O	LH PTO Access Dipstick Tube Routing, Allison Trans	0
4252890	O	Allison FuelSense 2.0 Not Desired	0
4252950	O	Omit Allison Neutral At Stop	0
4256590	O	Seat Mounted Push Button Shifter	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0
Air & Trailer Equipment			
4510190	S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air	0

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Sales Code	Std/ Opt	Description	Weight
		dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	
4520420	O	Pull Cords All Air Tanks	0
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4611730	O	7-Way Electric Harness, Socket Mounted EOF	11
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	4
Tires & Wheels			
5033410	O	FF: GY 20Ply 315/80R22.5 Endurance WHA Efficiency Rating: Poor Goodyear's Best Waste Haul All-position Tire For Long Miles To Removal. Diameter= 43.1 inches; SLR= 20.0 inches.	54
5130490	O	RR: GY 16ply 11R24.5 G182 RSD Efficiency Rating: Poor Diameter = 44.1 Inches; SLR = 20.8 Inches	108
5190004	O	Code-rear Tire Qty 04	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 Clean Buff Finish Aluminum, Ultra ONE wheels with MagnaForce alloy that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	-36
5320540	O	RR: Alcoa 98U637 24.5X8.25 Clean Buff Finish Aluminum, Ultra ONE wheels with MagnaForce alloy.	-60
5390004	O	Code-rear Rim Qty 04	0
Fuel Tanks			
5554100	O	26" Aluminum 70 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.	11
5602070	O	Location LH U/C 70 Gallon	0

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Sales Code	Std/ Opt	Description	Weight
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
5652990	S	DEF To Fuel Ratio 2:1 Or Greater	0
5655019	S	DEF Tank Small 11.1 Gallon Capacity	0
Battery Box & Bumper			
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-84
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6121060	O	Steel Bumper Swept Back Painted Black, With FEPTO Two tow pin holes and step plates on top of bumper	90
Cab & Equipment			
6510110	S	Alum Cab 108in BBC Metton Hood w/Bright Crown Includes view window RH door and convex mirror over RH door.	0
6540120	O	Severe Service Cab Package #1 Includes Aluminum side skins, aluminum rear skin, steel windshield mask, steel firewall, and steel front floor sheet on all cabs, and additional reinforcement structure on the back wall of the day cab.	39
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
6540720	O	10" Extension for Ultra Day Cab Add additional 10" to the loadspace dimension— refer to the horizontal dimension workscreen.	163
6800360	O	Rubber Fender Lips 2" Wide	8
6911710	O	National Premium Driver Seat Increased comfort with more foam in critical areas, better lumbar support, improved adjustability and suspension with toggle link design.	4
6921700	S	National Passenger Seat Increased comfort with more foam in critical areas, better lumbar support, improved adjustability and suspension with toggle link design.	0
6930060	O	Driver Seat Heated Includes heating elements in the lower cushion and backrest. Temperature is preset for optimum comfort and controlled by a high/low switch and an on/off switch next to the adjustment valves on the seat.	4
6930500	O	Drivers Armrest - RH Only	2
6930800	O	Black Seat Color IPO Standard Color	0
6939400	S	Air Ride Driver	0

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Sales Code	Std/ Opt	Description	Weight
6939420	S	High Back Driver	0
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0
6939520	S	High Back Passenger	0
6939570	S	Vinyl Passenger	0
7001520	O	Adjustable Steering Column - Tilt/Telescope	11
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0
7036120	S	Interior Gray/Black Includes rugged charcoal instrument panels, glare-resistant gray dash, black bezels on gauges, (2) power ports, monochromatic molded door pads with durable in-mold color, gray molded back wall, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, power lift passenger window, extruded rubber floor covering, header-mounted dome light, foot well lighting, integrated "dead pedal", (4) inside entry grab handles, (2) inside sunvisors, (2) coat hooks, (2) cup holders and map bin in dash.	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7230060	S	1-Piece Curved Windshield	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7322130	O	Cup Holder (Floor Mounted) Includes two standard-size drink holders and one extra-large jugholder, coin tray, and clipboard-size storage area.	4
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	4
7561180	O	Aero Mirrors Ea Side Htd & Mtrzd 4-Way Adjustable Bright Finish with Convex	4
7564110	S	Power Package Includes power door locks and power windows.	0
7610020	O	(1) Air Horn 15" Painted Mounted under cab.	8
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	10
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728040	O	Bluetooth Phone and Audio	0
7728050	O	USB Port	0

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Sales Code	Std/ Opt	Description	Weight
7748140	O	CB Terminals/Wiring Mounted Under Header	0
7788140	O	Radio Antenna Mounted on LH Mirror Bracket	0
7850210	O	Plug-In Auto Reset Circuit Breaker in place of fuses in junction box.	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7901130	O	Backup Alarm (107 DB)	3
8011400	O	Main Transmission Oil Temperature Gauge Located in Driver Information Display	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0
8071510	O	(1) Additional Electric Switch Without Wiring	0
8071870	S	Main Instrumentation Panel, Graphics Display Includes speedometer with trip odometer, tachometer with hourmeter and outside air temperature display, voltmeter, engine oil pressure, engine coolant temperature, fuel level, primary and secondary air pressure gauges. Includes standard warning light package: high water temperature, low oil pressure, and low air pressure warning lights with audible alarms, high beam, turn signal, low fuel, parking brake, and ice warning indicators; seat belt reminder; rocker switches with long-life LED indicators; multi-function turn stalk with flash-to-pass feature (night mode flashes headlights and marker lights; day mode flashes headlights only), intermittent windshield wiper and headlamp beam control. Hydraulic braked trucks do not include air pressure gauges.	0
8072370	O	(1) Additional Air Rocker, Guard Indicator light, plumbed to firewall (occupies the space of one gauge), blank label	0
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0
8120980	S	(5) Marker Lights, Aero LED	0
8133450	O	(2) Brackets F/O Beacon/Strobe, Roof Mounted (2) brackets for furnished by owner beacon / strobe lights roof mounted. Located above each door toward rear, Includes switch and wiring.	4
8134070	O	(2) Additional Dome/Reading Lights, Ceiling Mtd	0
8140080	O	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	-7
8140850	O	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	1
Paint			
8500710	S	Standard Paint Color Selection	0

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Sales Code	Std/ Opt	Description	Weight
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

8999989	O	Shipping Destination To Dealership	0
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Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0
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9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
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Miscellaneous

9409831	O	2021 EPA Emissions Engine Warranty Only	0
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Promotions

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	\$146,241
Marketing and Service Support Fee	\$875
Prepaid Freight	\$2,450
Total Surcharge/Options Not Subject To Discount	\$0
Total Weight	12,374

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is

Price Level: July 1, 2020
Deal: VO DARIEN
Printed On: 1/6/2021 10:32:52 AM

Date: January 06, 2021
Quote Number: QUO-757944-B3M7R0



represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

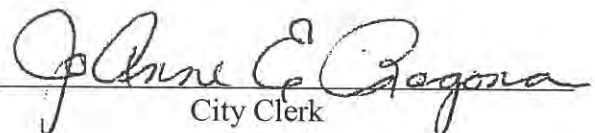
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of ***RESOLUTION NO. R-33-21 — “A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2021 PETERBILT MODEL 348 CAB AND CHASSIS, TO REPLACE UNIT 109, FROM JX TRUCK CENTER IN AN AMOUNT NOT TO EXCEED \$98,554.65”*** of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on May 3, 2021.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 3rd day of May, 2021.




City Clerk



May 5, 2021

JX Truck Center
Attn: Tor Michael William Larkin
535 E. South Frontage Rd
Bolingbrook, IL 60440

RE: 2021 Peterbilt Model 348 cab & chassis

Dear Mr. Larkin:

Enclosed please find a certified copy of ***Resolution No. R-33-21 – “A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2021 PETERBILT MODEL 348 CAB AND CHASSIS, TO REPLACE UNIT 109, FROM JX TRUCK CENTER IN AN AMOUNT NOT TO EXCEED \$98, 554.65,”*** passed by the City Council at its regular meeting on May 3, 2021. Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,
CITY OF DARIEN

Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Throm, Superintendent of Municipal Services

RESOLUTION NO. R-34-21

A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY, SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES AND HYDRAULIC CONTROLS, FOR THE 2021 PETERBILT MODEL 348, IN AN AMOUNT NOT TO EXCEED \$122,373.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories and hydraulic controls, for the 2021 Peterbilt Model 348, in an amount not to exceed \$122,373.00, 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 3rd day of May, 2021.

AYES: 6 - Belczak, Gustafson, Kenny, Schauer, Sullivan, Vaughan
NAYS: 0 - NONE
ABSENT: 1 - Chlystek

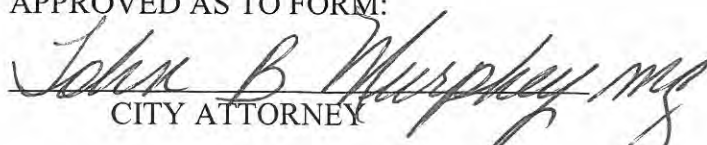
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of May, 2021.

ATTEST:


JOANNE E. RAGONA, CITY CLERK


JOSEPH MARCHESE, MAYOR

APPROVED AS TO FORM:


CITY ATTORNEY





812 Draper Avenue
Joliet, IL 60432
Sales Rep: Tom Markel
Ph: (331) 229-0744
www.MonroeTruck.com

J.O. #

Quotation ID: 48D0004819

Date: 1/19/2021

Valid thru: 2/18/2021

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:

SINGLE AXLE PATROL TRUCK

Chassis Information

Year: 2021	Make: PETERBILT	Model: CV	Chassis Color: WHITE	Cab Type:
Single/Dual: DRW	CA: 106.0	CT:	Engine: DIESEL	F.O. Number #:
		Wheelbase:		Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description

SOURCEWELL (NUPA) MULTI-PURPOSE DUMP BODY PATROL TRUCK PACKAGE

SKU # 9TRR000708

SOURCEWELL MEMBER # 110530

Amount

MONROE RADIUS DUMP SPREADER BODY

- 10' RDS COMBO BODY BUILT OF 201 STAINLESS STEEL
- DA TELESCOPIC HOIST WITH TRUNION MOUNT
- REAR DISCHARGE
- DUAL AUGER CONVEYOR SYSTEM WITH PLANETARY DRIVER GEARBOX SYSTEM
- AIR TRIP TAILGATE
- ILLINOIS DOT SS 1/2 CAB GUARD
- TAPERED FRONT TO REAR INTEGRATED SIDES MADE OF 201 STAINLESS STEEL
- SELF LEVELING STAINLESS STEEL REAR SPINNER ASSEMBLY WITH POLY SPINNER DISC
- PAIR OF STAINLESS STEEL FENDERS OVER REAR WHEELS W/ RUBBER FLAPS FRONT AND REAR
- STAINLESS STEEL 16" WIDE FOLD-UP LADDER W/ BUSTIN STEPS ON BOTH SIDES
- GREASE LINE KIT FOR AUGERS AND AIR TAILGATE LINKAGE
- STAINLESS STEEL TOP GRATES
- STAINLESS STEEL FLOOR COVER TO PROTECT AUGERS DURING SUMMMFR USE
- SPRAY BAR KIT FOR PREWET IN AUGER TROUGH
- SPILL GUARD: PIN-ON SPREADER APRON, STAINLESS STEEL
- (2) SS SPRING LOADED SHOVEL HOLDERS - ONE EACH SIDE
- RED/WHITE REFLECTIVE TAPE
- BODY UP INDICATOR PROGRAMMED INTO 5100 CONTROLLER

PULLTARP BRAND TARP ASSEMBLY

- GALVANIZED STEEL HOUSING
- ASPHALT TARP WITH SIDE FLAPS
- FULLY RETRACTABLE W/O ARMS

REAR HITCH

- 1" PINTLE PLATE WITH 3/4" D-RINGS
- PINTLE HOOK W/MOUNTING, SOTON
- 6 PRONG TRAILER PLUG
- RELOCATE O.E.M. TRAILER PLUG
- BACK UP ALARM
- ELECTRIC BRAKE CONTROLLER

LIGHTS - WHELEN, JUSTICE SUPER LED ILL STROBE SYSTEMS, 72" LIGHT BAR

- 72" JUSTICE LED LIGHT BAR MOUNTED ON ROOF WITH LED SCENE LIGHTS
- LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
- LED BACK UP LIGHT MOUNTED IN REAR CORNER POST
- 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
- 2 LED SPREADER LIGHTS
- 2-YEAR WARRANTY

10' MONROE 4500 SERIES EXTRA HEAVY DUTY UNDERBODY SCRAPER



Description

Amount

STANDARD EQUIPMENT:

- 1" THICK X 20" HIGH MOLDBOARD
- 5" CENTER PIN WITH THREE 3/4" MOUNTING BOLTS
- 2 1/2" DIAMETER HINGE SHAFT
- (2) HEAVY DUTY SHOCK ABSORBERS
- (2) 3 1/2" ACTUATING CYLINDERS
- 400 PSI CUSHION VALVE
- 1" SOLID NOTCH-LESS REVERSING CIRCLE (CAN ROTATE A FULL 45 DEG.)
- 4" REVERSING CYLINDERS W/ 2" CYLINDER RODS
- CONTOURED HOLD-DOWN BLOCKS WITH 3/8" UHMV POLY WEAR PLATES
- 96" LONG SOLID SHAFT HINGE WITH 3 ANCHOR PLATES
- ALL HINGES ARE GUSSETED WITH 1/2" MATERIAL
- HANGER PLATES: 3/4" X 25.5W" X 22"H, 1.25 GAUGE
- GREASE LINE EXTENSION: 19-BANK (LUBRICATES THE TRUNNIONS)
- (2) CURB GUARDS: WRAP-AROUND
- POWDER COATED BLACK
- INSTALLED

PRE-WET

- (2) 120 GALLON POLY PRE-WET TANKS MOUNTED ON SIDES OF BODY
- OPEN LOOP
- HYDRAULIC DRIVEN 7 G.P.M. PUMP
- STAINLESS STEEL MOUNTING HARDWARE
- CROSSOVER KIT
- BULK FILL KIT
- SNORKEL VENTING KIT FOR TANKS
- DISCHARGED WITH SLURRY BAK IN SPREADER TROUGH

PRE-WET SYSTEM - SINGLE 120 GAL BEHIND CAB TANK

- CLOSED LOOP
- P LUMBED INTO RDS TANKS WITH DIVERTER VALVE

PLOW HITCH:

- MC7082 QUICK HITCH W/FLAT FOLD CAPABILITY
- 4" X 10" DOUBLE ACTING LIFT CYLINDER
- REINSTALL FACTORY BUMPER
- HEATED LED PLOW LIGHTS MOUNTED ON STAINLESS STEEL BRACKETS

MONROE TORSION TRIP EDGE "J" STYLE POLY REVERSIBLE PLOW

STANDARD EQUIPMENT:

- 45" HIGH X 11' LENGTH
- (10) 1/2" ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP
- CARBIDE CUTTING EDGE W/ COVER BLADE
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- HEAVY DUTY PUSHFRAME WITH 2" MOUNTING PLATE AND 2" BOLT HOLE
- RIGHT HAND MAILBOX TRIM PER OPTIMUM DIMENSION AT FULL REVERSE ANGLE
- (2) DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- MTE QUICK HITCH PLOW SIDE ATTACHMENT
- RUBBER SNOW DEFLECTOR
- FLOURESCENT ORANGE MARKERS
- CURB SHOES ON BOTH SIDES

MANUAL/ELECTRIC HYDRAULICS PACKAGE

STANDARD EQUIPMENT:

- CLOSED LOOP FOR SPREADER AND PRE-WET
- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL
- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM
- SCRAPER: 2 WAY CURL
- SCRAPER: 2 WAY ANGLE
- 40 GALLON CAPACITY FILTER STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER MOUNTED IN CRADLE BEHIND CAB ABOVE FRAME



Description

- FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- VALVE ENCLOSURE MOUNTED IN CRADLE BEHIND CAB
- STAINLESS STEEL LINES TO REAR
- STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER
- MANUAL LEVER CONTROLS
- LUCHBOX SYTLE CONTROL STAND
- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL
- SWITCH PANEL
- ROAD WATCH PAVEMENT MONITOR WITH LCD DISPLAY
- BLAST/PASS BUTTON MOUNTED ON PLOW LEVFR
- INSTALLED

Amount**BRIGADE DASH-MOUNTED BACKUP CAMERA SYSTEM**

- (2) LOW-LIGHT CAMERAS W/ INTEGRAL SUNSHIELD & BUILT-IN MICROPHONE
- SPLIT SCREEN MONITOR W/ 7" ANTI-GLARE, COLOR SCREEN, BUILT-IN SPEAKER, CLIP-IN SUNSHIELD
- WASH/DRY FOR BOTH CAMERAS

Quote Total: \$122,373.00

Additional Options:**Description**

UPGRADE 5100 CONTROLLER TO 6100 (ADD)

Amount
\$6,839.00**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	NJPA R-49-19		
Customer Signature: <i>Joseph A. Manhe</i>				Date of Acceptance: <i>5-3-21</i>	



STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of ***RESOLUTION NO. R-34-21 — “A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY AND SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2021 PETERBILT MODEL 348, IN AN AMOUNT NOT TO EXCEED \$122,373.00”*** of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on May 3, 2021.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 3rd day of May, 2021.




City Clerk



May 5, 2021

Monroe Truck Equipment
Attn: Tom Markel
812 Draper Avenue
Joliet, IL 60432

RE: 2021 dump body, snow plow equipment package, lighting accessories & hydraulic controls for 2021 Peterbilt model 348

Dear Mr. Markel:

Enclosed please find a certified copy of **Resolution No. R-34-21 – “A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY, SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES AND HYDRAULIC CONTROLS, FOR THE 2021 PETERBILT MODEL 348, IN THE AMOUNT OF \$122,373.00,”** passed by the City Council at its regular meeting on May 3, 2021. Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,
CITY OF DARIEN

Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Throm, Superintendent of Municipal Services

From: Tor Larkin
To: Kris Throm
Subject: update on truck pricing
Date: Monday, July 24, 2023 1:19:43 PM

Kris,

The truck I can build you this year would be an order for a previous PO you have. As of pricing it out quickly (before reviewing the spec with you), the sourcewell price is coming out around \$125,000.00 (single axle chassis). I will have a full quote for you once my boss approves everything.

Below is a timeline of Peterbilt increases on pricing. Please feel free to ask any questions and I will gladly come sit with you to review everything as well:

- Mid- 2021 - Supply chain disruptions impact production capacity & component costs leading to the first of several surcharges which apply to existing production orders. (approx \$1500 increase)
- October 2021 - Letter from Peterbilt is distributed to explain continued disruptions, force majeure events, and increases which continues through today.
- Fall 2021 -
 - Peterbilt announces transition of medium-duty chassis lineup to 5-series (new medium duty). Some 348 orders are converted to the new 548.
 - Peterbilt implements additional surcharges on existing production orders. (approx \$2K increase)
 - Sourcewell/Peterbilt publish contract revision with language addressing inclusion of commodity surcharges
- December 2021 - 548 supply chain ramp-up is slower than anticipated -- Peterbilt extends production of 348 chassis on a limited basis to continue to satisfy as much demand as possible.
- January 2022 -
 - Some orders are converted back to 348, the rest become order reservations (waiting list).
 - Surcharges become part of the next model-year price increase. (approx 10K increase)
- Mid-2022 - Peterbilt releases revised/increased pricing for 2nd half 2022 builds (approx \$10K increase)
- September 2022 - Sourcewell & Peterbilt publish contract revision to encompass the new prevailing price levels for municipal/gov't use.
- Late 2022 - Peterbilt releases revised/increased pricing for 1st half 2023 builds (approx \$10K increase)
- Mid 2023 - Peterbilt releases revised/increased pricing for 2nd half of 2023 builds (approx \$5K increase)
-

A look ahead:

- As of 7/2023, medium duty chassis lead time is likely into 2026.
- Late 2023 (upcoming) - expect pricing for 1st half 2024 builds to be released.
- Mid 2024 (upcoming) - expect pricing for 2nd half 2024 builds to be released.

-and onward - new pricing for model-year (yearly at minimum)
- 2027 - significant emissions changes - EPA mandated. Early estimates are \$15K-\$20K add'l. Significantly more if IL adopts CARB emissions.

Tor Michael William Larkin | Enterprise Solutions Manager

JX Truck Center - Bolingbrook | Elmhurst | Wadsworth

Office: 630-516-3560 ext 3434 Cell: 224-200-2483

www.JXE.com | **Your Partner for the Long Haul!**



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Peterbilt Illinois-Joliet (P128)
535 East S. Frontage Rd
Bolingbrook, Illinois 60440

Vehicle Summary

Unit		Chassis	
Model:	Model 548	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	23000
Description 1:	Village of darian	G.C.W. (lbs):	60000
Description 2:	Village of darian single axle		
Application		Road Conditions:	
Intended Serv.:	Snowplow	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	End Dump	Wheelbase (in):	172
Length (ft):	12	Overhang (in):	68
Height (ft):	13.5	Fr Axle to BOC (in):	69.5
Max Laden Weight (lbs):	1000		
Trailer		Cab to Axle (in):	102.5
No. of Trailer Axles:	0	Cab to EOF (in):	170.5
Type:		Overall Comb. Length (in):	280
Length (ft):	0		
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	\$ List	Weight
Base Model				
0005481	S	Model 548 The Model 548 meets and exceeds the demands of Class 7 and Class 8 specialty application markets that require a rugged workhorse for durability and a wide range of optional content. The Model 548 is available in configurations with a GVW from 33,001 to 66,000 lbs. to suit most vocational applications. The 548 also offers all-wheel-drive. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 548 is in a class of its own.	118,554	10,860
0091200	S	Other Commodity	0	0
0093150	O	Snowplow Truck which is configured for mounting a snowplow to the front. May also have dump or other body.	0	0
0095170	O	End Dump	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0519180	O	11-5/8" Steel Rails to 444" 11.625 x 3.874 x .375 Dimension, 2,568,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 21.4 cubic inches. Weight: 1.91 lbs/inch pair	1,116	487
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	0	0
0611330	O	Zinc Coated Anti Corrosion Treated Frame Rails Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	366	2
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	350	0
0620545	O	24" Bumper Extension, W/O Adapter	1,126	90
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651090	O	Omit Rear Mudflaps and Hangers	0	-25

Price Level: January 1, 2023

100% Complete

Date: August 03, 2023

Deal: Village of darien

Quote Number: QUO-1053798-M5Z5H9

Printed On: 8/3/2023 11:42:40 AM



Sales Code	Std/ Opt	Description	\$ List	Weight
Front Axle & Equipment				
1012200	O	Meritor MFS20 20,000 lb, 3.74 in Drop Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Axle includes special low-friction bushings, double draw keys and integral thrust bearing and seal design for durability, low maintenance and ease of service. Combination of Meritor Easy Steer king pin bushings, computer-designed and optimized I-beam construction and stiff axle assembly delivering a tight turning radius, superior vehicle control and longer tire life.	2,235	147
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	251	118
1243050	O	Power Steering Sheppard HD94 Dual Gear For use with 16,000 to 20,000 lb. axle ratings.	961	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	164	2
1354850	O	PHP10 Iron PreSet PLUS Hubs - Air Disc Preset iron hub assemblies are designed for demanding conditions and require less maintenance while still offering dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	1,217	27
1380290	O	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	-173	30
1380470	O	Meritor Wide Track IPO Standard, Front Axle Meritor wide track front axle offers greater turning radius and ease of service. MFS+ 3.5" Drop / MFS 3.74" Drop. 71in KPI IPO 69in with MFS and MFS+ axles.	0	15
Rear Axle & Equipment				
1511440	O	Meritor RS23-161 23,000 lb Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	87	7
1616295	O	PHP10 Aluminum Preset PLUS Hubs - Air Disc	988	0
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve	0	0

Price Level: January 1, 2023

100% Complete

Date: August 03, 2023

Deal: Village of darien

Quote Number: QUO-1053798-M5Z5H9

Printed On: 8/3/2023 11:42:40 AM



Sales Code	Std/ Opt	Description	\$ List	Weight
		and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.		
1680950	S	Stability System Not Selected Or Not Available	0	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687080	O	Air Disc Rear Brakes, Single Drive Axle	2,039	0
1706140	O	Ratio 6.14 Rear Axle	0	0
1811210	O	Peterbilt Air Trac 23,000 lb Light Weight	965	110
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	55	0
Engine & Equipment				
2074407	O	PACCAR PX-9 330@2000 GOV@2200 1000@1200 Productivity (2021 Emissions)	2,398	0
		N21350 C121 64....Maximum Accelerator Pedal Ve		
		N21370 C128 64....Maximum Cruise Speed (P059)		
		N21460 C132 1400..Max PTO Speed (P046)		
		N21520 C133 10....Timer Setting (P030)		
		N21610 C188 39....Low Ambient Temperature Thre		
		N21620 C189 60....Intermediate Ambient Tempera		
		N21630 C190 80....High Ambient Temperature Thr		
		N21550 C206 35....Engine Load Threshold (P516)		
		N21340 C209 120...Hard Maximum Speed Limit (P1		
		N21510 C225 YES...Enable Idle Shutdown Park Br		
		N21450 C231 NO....Gear Down Protection (P026)		
		N21570 C233 YES...Idle Shutdown Manual Overrul		
		N21440 C234 YES...Engine Protection Shutdown (
		N21480 C238 NO....Auto Engine Brake in Cruise		
		N21470 C239 NO....Cruise Control Auto Resume (
		N21430 C333 0.....Reserve Speed Limit Offset (
		N21410 C334 0.....Maximum Cycle Distance (N202		
		N21590 C382 YES...Enable Hot Ambient Automatic		
		N21500 C395 0.....Expiration Distance (N209)		
		N21530 C396 YES...Enable Impending Shutdown Wa		
		N21540 C397 60....Timer For Impending Shutdown		
		N21320 C399 120...Standard Maximum Speed Limit		

Price Level: January 1, 2023

100% Complete

Date: August 03, 2023

Deal: Village of darien

Quote Number: QUO-1053798-M5Z5H9

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Sales Code	Std/ Opt	Description	\$ List	Weight
		N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)		
2091130	S	VMUX Electronics Architecture	0	0
2091305	O	Engine Idle Shutdown Timer Enabled	0	0
2091315	O	Enable EIST Ambient Temp Override	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091640		Effective VSL Setting NA	0	0
2092016	O	Typical Operating Speed 62 MPH	0	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0	0
2140010	O	Belly Pan	213	35
2140200	O	CARB Engine Idling Compliance PACCAR PX-7, PX-9 and MX, Cummins X15 and ISX diesel engines will include the required factory installed serialized sticker on the drivers door to identify them as meeting the NOx idling standard.	0	0
2140670	O	EPA Emission Warranty	0	0
2511400	O	160 Amp Alternator, 36 SI Brushless The 33SI is a heavy duty brushless alternator that provides more output and service life for today's diesel powered vehicles with large electrical load requirements. The 33SI is offered in 12 volt and 24 volt models with a J180 hinge mount.	546	10
2516070	O	Remote Voltage Sense Wiring	42	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	96	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	213	62
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	117	4

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Sales Code	Std/ Opt	Description	\$ List	Weight
2539490	O	Batteries In RH BOC Box	0	0
2539720	O	Low Voltage Disconnect System	0	0
2539840	O	MD - Battery Disconnect Switch Mounted on Battery Box	470	9
2621130	O	Belt Driven Variable Speed Fan Clutch PX9 Engine PX7/ PX9/L9N/B6.7N. The belt-driven fully variable speed fan drives communicate directly with the PX9 ECM through the included electronic controller, managing the fan speed to match the exact amount of cooling required. The optimized setup creates smoother engagements, reduces noise and frees up available horsepower. These fan drives are also maintenance-free. A belt, additional pulleys, idlers, tensioners, and a drive hub are included to drive the fan.	724	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921210	S	No Fluid Heat Option for Fuel Filter	0	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	62	0
3010400	O	Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	5	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 367 1325 sq in, 367 HH Fepto 1325 sq in, 365 Fepto 1183 sq in, 365 Full Frame Extension 1000 sq in, 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389/367 HH 1604 sq in, 365/567 1379 sq in.	0	0
3211140	S	(1) Air Cleaner Engine Mounted	0	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	986	29
3387370	O	60" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	364	14

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Quote Number: QUO-1053798-M5Z5H9

Printed On: 8/3/2023 11:42:40 AM



Sales Code	Std/ Opt	Description	\$ List	Weight
Transmission & Equipment				
4052920	O	Allison 3000 RDS-P Transmission, Gen 6 Rugged Duty Series	7,805	459
4210080	S	1710 HD Driveline, 1 Midship Bearing	0	0
4240020	O	Automatic Transmission Oil Cooler Vocational Hood Only	1,078	13
4252890	O	Allison FuelSense 2.0 Not Desired	0	0
4252940	O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max packages only.	0	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0	0
4256980	O	Seat Mounted Lever Shifter	1,658	4
4257110	O	LH Mounted Trans PTO Provisions	35	0
Air & Trailer Equipment				
4510830	O	WABCO SS1200 Plus Air Dryer, Heater Coalescing filter	177	8
4520420	O	Pull Cords All Air Tanks	3	0
4540420	S	Nylon Chassis Hose	0	0
4543340	O	Aluminum Painted Air Tanks All air tanks are aluminum with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	-23	-45
4610340	O	Body Lighting Junction Box Without Wiring Located at EOF	23	3
4611730	O	7-Way Electric Harness, Socket Mounted EOF	237	10
Tires & Wheels				
5004430	O	FF: CN 20ply 315/80R22.5 HSC3 Includes TPMS sensor.	1,163	96
5133470	O	RR: GY 16Ply 11R22.5 Armor Max Pro Grade MSD Efficiency Rating: Poor Diameter= 42.5 inches; SLR= 19.9 inches	1,568	108

Price Level: January 1, 2023

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Sales Code	Std/ Opt	Description	\$ List	Weight
5190004	O	Code-rear Tire Qty 04	0	0
5210550	O	FF: Accur Std Armor 29039PK 22.5X9.00 PHP10-5 Hand Holes	345	80
5312020	O	RR: Accu-Lite Steel Armor 51487PK 22.5X8.25 PHP10-5 hand holes.	194	4
5390004	O	Code-rear Rim Qty 04	0	0
Fuel Tanks				
5584130	O	D-Shaped Aluminum 80 Gallon Fuel Tank LH U/C Non-slip step LH under cab	219	5
5602080	O	Location LH U/C 80 Gallon	0	0
5651680	O	Hot Fox Fuel Heater, Thermostat, (1) Tank	1,178	15
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0	0
5652980	S	DEF To Fuel Ratio Between 1:1 And 2:1	0	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0	0
Battery Box & Bumper				
6010670	O	Aluminum Space Saver Battery Box LH BOC Battery access from side	189	-84
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0	0
6121770	O	Steel Bumper Tapered Painted Two tow points, painted same color as frame. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height: Measurement to bottom of frame at front of frame: for the 107 Aero Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	466	40
Cab & Equipment				
6510170	O	109" Fepto Hood w/Stationary Grille, 3pc Metton	2,619	15
6540160	O	Thermal Insulation Package in Cab The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	68	2
6540700	U	5th Key - For Spare	0	0
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	91	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
6917320	S	Seats Inc. Driver Seat	0	0
6927320	S	Seats Inc. Passenger Seat	0	0
6930500	O	Drivers Armrest - RH Only	28	2
6930590	O	Passenger Armrest - LH only Required with Evolution LX seats, optional with Evolution ST Seats.	28	2
6930800	O	Black Seat Color IPO Standard Color	0	0
6939400	S	Air Ride Driver	0	0
6939420	O	High Back Driver	44	0
6939470	S	Vinyl Driver	0	0
6939500	O	Air Ride Passenger	128	0
6939520	O	High Back Passenger	8	0
6939570	S	Vinyl Passenger	0	0
7000025	O	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	242	4
7001520	S	Adjustable Steering Column - Tilt/Telescope	0	0
7036130	O	Probilt Interior Grey/Black - Curved Roof	180	0
7210420	O	Dark Window Tint IPO Standard Tint - Day Cab	18	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0	0
7230060	S	1-Piece Curved Windshield	0	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	261	4
7510060	O	Aero Rear View Mirror Housing, Bright Finish	175	3

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Sales Code	Std/ Opt	Description	\$ List	Weight
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	257	3
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0	0
7610500	S	Air Horn Mounted Under Cab	0	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	341	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	51	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	39	0
7728050	O	USB Port	39	0
7743030	O	CB Antenna Mounting, Dual LH/RH Mirror	97	2
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	176	2
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7852020	O	Cab Air Suspension	175	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	19	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	24	13
7900310	O	Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC	57	9
7901130	O	Backup Alarm (107 DB)	35	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	25	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0	0
8041200	O	Dual Scale Speedometer MPH Over KPH	0	0
8070090	O	(3) Additional Dash Switches with Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	160	1
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0	0

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Sales Code	Std/ Opt	Description	\$ List	Weight
8075690	U	Dual Output Sensors For Road & Engine Speed	61	0
8111110	S	Headlights Composite Fender Mounted Integral DRL/Park, Turn, and Side Marker	0	0
8120980	S	(5) Marker Lights, Aero LED	0	0
8133470	O	Switch & Wiring for F/O Beacon/Strobe Switch and wiring for furnished by owner beacon / strobe, 10' coiled wire back-of-cab / back-of-sleeper, at rear sill.	79	2
8134160	S	Self-Canceling Turn Signal	0	0
8134180	O	Daytime Running Lights, Mounted In Bumper Driven by chassis height	194	0
8140120	O	Incandescent Square Stop/Turn/Tail/Backup Left-hand / right-hand square end of frame or dropped a-brace	-6	9

Paint

8500710	S	Standard Paint Color Selection	-200	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0	0

Shipping Destination

Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0	0

Miscellaneous

9409046	O	109" Stationary Grille Hood (MODEL 548)	0	0
9409063	O	State Registry: Illinois	0	0
9409843	O	Peterbilt Sourcewell Program Code	0	0

Promotions



Sales Code	Std/ Opt	Description	\$ List	Weight
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Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	\$158,365
Marketing and Service Support Fee	\$1,395
Prepaid Freight	\$3,525
Total Surcharge/Options Not Subject To Discount	\$0
Total Weight	12,937

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity
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RESOLUTION NO. R-89-23

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024 PETERBILT MODEL 548 CAB AND CHASSIS WITH MONROE BODY, TO REPLACE UNIT 109, FROM PETERBILT ILLINOIS JOLIET, INC. DBA JX TRUCK CENTER, IN AMOUNT NOT TO EXCEED \$27,038.34

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 (1) new 2024 Peterbilt Model 548 cab and chassis with Monroe body, to replace unit 109, from Peterbilt Illinois Joliet, Inc. dba JX Truck Center, in amount not to exceed \$27,038.34, 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.

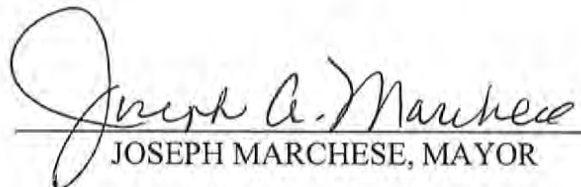
PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of August, 2023.

AYES: 5 - Belczak, Kenny, Leganski, Schauer, Stompanato

NAYS: 0 - NONE

ABSENT: 2 - Gustafson, Sullivan

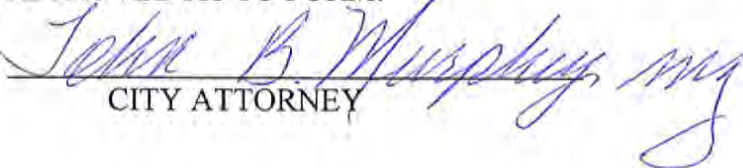
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of August 2023.


JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



QUOTE**Peterbilt Illinois Joliet, Inc dba JX Truck Center**

535 E. South Frontage Road
 Bolingbrook IL 60440
 (630) 616-3933

Date: _____
 Quote #: DE-01781
 Type: Cash
 Salesperson: Tor Larkin
 PO #: _____

VILLAGE OF DARIEN
 1041 S FRONTAGE RD
 DARIEN IL 60561
 P:() -

Stock#:	VIN:TBD	2024 PETERBILT 548	Price:	\$125,413.21
		Monroe body #4BD0004819		\$122,373.00
		heated windshield		\$800.00
			Per Unit:	\$248,586.21

Total Price	\$248,586.21
Documentation Fee	\$300.00
Title Fee	\$165.00
Plate Fee	\$8.00
IL ERT Fee	\$14.00
Total	\$249,073.21

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **RESOLUTION NO. R-89-23 — “A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024 PETERBILT MODEL 548 CAB AND CHASSIS WITH MONROE BODY, TO REPLACE UNIT 109, FROM PETERBILT ILLINOIS JOLIET, INC. DBA JX TRUCK CENTER, IN AMOUNT NOT TO EXCEED \$27,038.34”** of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on August 21, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 21st day of August, 2023.




City Clerk



August 23, 2023

JX Truck Center
c/o Tor Larkin
535 E. South Frontage Road
Bolingbrook IL 60440

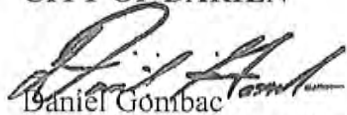
RE: 2024 Peterbilt 548 & Monroe body

Dear Mr. Larkin,

Enclosed please find a certified copy of *Resolution No. R-89-23- "A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024 PETERBILT MODEL 548 CAB AND CHASSIS WITH MONROE BODY, TO REPLACE UNIT 109, FROM PETERBILT ILLINOIS JOLIET, INC. DBA JX TRUCK CENTER, IN AMOUNT NOT TO EXCEED \$27,038.34"* passed by the City Council at its regular meeting on August 21, 2023.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,
CITY OF DARIEN



Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Thom, Superintendent of Municipal Services

Municipal Services Streets Division Summary

FY-22-23

Account #	Description	Department Maintenance Budget Request	City Council Discretionary Expenditures
	Pine Parkway Island Mowing -Assoc pays half CITY EXPENSE	825	-
	Crest Basin R&R Evergreens treatment	2,000	-
	Total	9,825	120,405
30-4359	STREET LIGHT OPER & MAINT.	44,000	35,000
	Light Pole Repairs	32,000	-
	Street Light Requests	12,000	-
	Farmingdale Drive light replac.	-	35,000
	Total	44,000	35,000
30-4365	MOSQUITO ABATEMENT	\$ 41,700	\$ -
		\$ 41,700	
30-4373	STREET SWEEPING	\$ 44,750	\$ -
	May 11-19	8,540	-
	Sept 14-21	8,540	-
	Oct 26-Nov 16	16,470	-
	Emergency Sweeps	1,200	-
	Contingency	3,500	-
	Disposal	6,500	-
	Total	44,750	-
CONTRACTUAL SERVICES CONT.			
30-4374	DRAINAGE PROJECTS	\$ 20,000	\$ 115,500
	Annual rear yard -City Cost	-	73,000
	Farmingdale Drive Gabbion Basket Repairs	-	35,000
	Grates and fence for Portsmouth Drainage	-	22,500
	Misc. Drainage Projects	20,000	-
	Total	20,000	130,500
30-4375	TREE TRIMMING	\$ 240,750	\$ -
	1750 Trees	145,250	-
	Removals	55,000	-
	Stump Removal	15,500	-
	Emerald Ash Borer Removal of Dead Branches and Total Removals-ENTIRE TOWN	5,000	-
	Emergency-Storm/Hazards	15,000	-
	Restoration due to removals	5,000	-
		240,750	-
30-4381	RESIDENTIAL CONCRETE PROGRAM	\$ -	\$ -
CAPITAL PURCHASES			
30-4810	IMPROVEMENTS	\$ -	-
		-	-
30-4815	EQUIPMENT	250,000	928,500
	Tractor #206 - Trackless MT5 Sidewalk Plow FYE 23	250,000	-
	Tractor #208 - MacLean MV2 Sidewalk Plow FYE 24	-	-
	Truck #110 - 9-ton Dump/Chipper/Plow Truck FYE 23	-	305,000
	Truck #112 - 1-ton Dump/Plow Truck FYE 24	-	-
	Equipment #309 - Concrete mixer FYE 24	-	-
	Truck #111 - Ford F-550 Body w Crane - Sign Truck FYE 25	-	-
	Tractor #202 - Kubota Zero Turn Mower FYE 25	-	-
	Equipment 3305 - Tow Behind Air Compressor FYE 25	-	-
	Truck # 600 - Mechanics Truck FYE 25	-	-
	Truck #103 - 9-ton Dump/Chipper/Plow Truck FYE 23	-	305,000
	9 Truck #109 - 9 Ton Dump Truck & Snow Plow FYE 23	-	235,000
	Pipe Inspection Camera	-	83,500
	Total	250,000	928,500
	PURCHASE OF PROPERTY		
30-4890	-	\$ -	\$ -
		\$ -	\$ -
DEBT RETIREMENT			
30-4905	DEBT RETIRE	\$ -	\$ -
	DEBT RETIRE - PROPERTY		
30-4945		\$ -	\$ -
	Total	\$ 2,392,057	\$ 1,455,705

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024
PETERBILT MODEL 548 CAB AND CHASSIS WITH MONROE BODY, TO REPLACE
UNIT 109, FROM MONROE TRUCK EQUIPMENT, IN AMOUNT NOT TO EXCEED
\$6,321.00**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis with Monroe body, to replace unit 109, from Monroe Truck Equipment, in amount not to exceed \$6,321.00, 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 2nd day of October, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 2nd day of October, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES



812 Draper Avenue
Joliet, IL 60432
Sales Rep: Tom Markel
Ph: (331) 229-0744
www.MonroeTruck.com

J.O. # 79066
Quotation ID: 48D0004819-1
Date: 9/15/2023
Valid thru: 10/15/2023
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:

SINGLE AXLE PATROL TRUCK

Chassis Information

Year: 2024	Make: PETERBILT	Model: 548	Chassis Color:	Cab Type:
Single/Dual: DRW	CA: 102.0	CT:	Engine: DIESEL	F.O. Number #:
				Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description

Amount

SOURCEWELL (NJPA) MULTI-PURPOSE DUMP BODY PATROL TRUCK PACKAGE
SKU # 9TRR000708
SOURCEWELL MEMBER # 110530

MONROE RADIUS DUMP SPREADER BODY
- 10' RDS COMBO BODY BUILT OF 201 STAINLESS STEEL
- DA TELESCOPIC HOIST WITH TRUNION MOUNT
- REAR DISCHARGE
- DUAL AUGER CONVEYOR SYSTEM WITH PLANETARY DRIVER GEARBOX SYSTEM
- AIR TRIP TAILGATE
- ILLINOIS DOT SS 1/2 CAB GUARD
- TAPERED FRONT TO REAR INTEGRATED SIDES MADE OF 201 STAINLESS STEEL
- SELF LEVELING STAINLESS STEEL REAR SPINNER ASSEMBLY WITH POLY SPINNER DISC
- PAIR OF STAINLESS STEEL FENDERS OVER REAR WHEELS W/ RUBBER FLAPS FRONT AND REAR
- STAINLESS STEEL 16" WIDE FOLD-UP LADDER W/ BUSTIN STEPS ON BOTH SIDES
- GREASE LINE KIT FOR AUGERS AND AIR TAILGATE LINKAGE
- STAINLESS STEEL TOP GRATES
- STAINLESS STEEL FLOOR COVER TO PROTECT AUGERS DURING SUMMER USE
- SPRAY BAR KIT FOR PREWET IN AUGER TROUGH
- SPILL GUARD: PIN-ON SPREADER APRON, STAINLESS STEEL
- (2) SS SPRING LOADED SHOVEL HOLDERS - ONE EACH SIDE
- RED/WHITE REFLECTIVE TAPE
- BODY UP INDICATOR PROGRAMMED INTO 5100 CONTROLLER

PULLTARP BRAND TARP ASSEMBLY

- GALVANIZED STEEL HOUSING
- ASPHALT TARP WITH SIDE FLAPS
- FULLY RETRACTABLE W/O ARMS

REAR HITCH

- 1" PINTLE PLATE WITH 3/4" D-RINGS
- PINTLE HOOK W/MOUNTING, 50TON
- 6 PRONG TRAILER PLUG
- RELOCATE O.E.M. TRAILER PLUG
- BACK UP ALARM
- ELECTRIC BRAKE CONTROLLER

LIGHTS - WHELEN, JUSTICE SUPER LED ILL STROBE SYSTEMS, 72" LIGHT BAR

- 72" JUSTICE LED LIGHT BAR MOUNTED ON ROOF WITH LED SCENE LIGHTS
- LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
- LED BACK UP LIGHT MOUNTED IN REAR CORNER POST
- 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
- 2 LED SPREADER LIGHTS
- 2-YEAR WARRANTY



Description**Amount**

10' MONROE 4500 SERIES EXTRA HEAVY DUTY UNDERBODY SCRAPER
STANDARD EQUIPMENT:
- 1" THICK X 20" HIGH MOLDBOARD
- 5" CENTER PIN WITH THREE 3/4" MOUNTING BOLTS
- 2 1/2" DIAMETER HINGE SHAFT
- (2) HEAVY DUTY SHOCK ABSORBERS
- (2) 3 1/2" ACTUATING CYLINDERS
- 400 PSI CUSHION VALVE
- 1" SOLID NOTCH-LESS REVERSING CIRCLE (CAN ROTATE A FULL 45 DEG.)
- 4" REVERSING CYLINDERS W/ 2" CYLINDER RODS
- CONTOURED HOLD-DOWN BLOCKS WITH 3/8" UHMV POLY WEAR PLATES
- 96" LONG SOLID SHAFT HINGE WITH 3 ANCHOR PLATES
- ALL HINGES ARE GUSSETED WITH 1/2" MATERIAL
- HANGER PLATES: 3/4" X 25.5W" X 22"H, 1.25 GAUGE
- GREASE LINE EXTENSION: 19-BANK (LUBRICATES THE TRUNNIONS)
- (2) CURB GUARDS: WRAP-AROUND
- POWDER COATED BLACK
- INSTALLED

PRE-WET

- (2) 120 GALLON POLY PRE-WET TANKS MOUNTED ON SIDES OF BODY
- OPEN LOOP
- HYDRAULIC DRIVEN 7 G.P.M. PUMP
- STAINLESS STEEL MOUNTING HARDWARE
- CROSSOVER KIT
- BULK FILL KIT
- SNORKEL VENTING KIT FOR TANKS
- DISCHARGED WITH SLURRY BAR IN SPREADER TROUGH

PRE-WET SYSTEM - SINGLE 120 GAL BEHIND CAB TANK

- CLOSED LOOP
- PLUMBED INTO RDS TANKS WITH DIVERTER VALVE

PLOW HITCH:

- MC7082 QUICK HITCH W/FLAT FOLD CAPABILITY
- 4" X 10" DOUBLE ACTING LIFT CYLINDER
- REINSTALL FACTORY BUMPER
- HEATED LED PLOW LIGHTS MOUNTED ON STAINLESS STEEL BRACKETS

MONROE TORSION TRIP EDGE "J" STYLE POLY REVERSIBLE PLOW

STANDARD EQUIPMENT:
- 45" HIGH X 11' LENGTH
- (10) 1/2" ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP
- CARBIDE CUTTING EDGE W/ COVER BLADE
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- HEAVY DUTY PUSHFRAME WITH 2" MOUNTING PLATE AND 2" BOLT HOLE
- RIGHT HAND MAILBOX TRIM PER OPTIMUM DIMENSION AT FULL REVERSE ANGLE
- (2) DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- MTE QUICK HITCH PLOW SIDE ATTACHMENT
- RUBBER SNOW DEFLECTOR
- FLOURESCENT ORANGE MARKERS
- CURB SHOES ON BOTH SIDES

MANUAL/ELECTRIC HYDRAULICS PACKAGE

STANDARD EQUIPMENT:
- CLOSED LOOP FOR SPREADER AND PRE-WET
- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL

Description**Amount**

- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM
- SCRAPER: 2 WAY CURL
- SCRAPER: 2 WAY ANGLE
- 40 GALLON CAPACITY FILTER STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER MOUNTED IN CRADLE BEHIND CAB ABOVE FRAME
- FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- VALVE ENCLOSURE MOUNTED IN CRADLE BEHIND CAB
- STAINLESS STEEL LINES TO REAR
- STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER
- MANUAL LEVER CONTROLS
- LUCHBOX SYTLE CONTROL STAND
- FORCE 5100EX-3F GROUND BASED SPREADER CONTROL
- SWITCH PANEL
- ROAD WATCH PAVEMENT MONITOR WITH LCD DISPLAY
- BLAST/PASS BUTTON MOUNTED ON PLOW LEVER
- INSTALLED

BRIGADE DASH-MOUNTED BACKUP CAMERA SYSTEM

- (2) LOW-LIGHT CAMERAS W/ INTEGRAL SUNSHIELD & BUILT-IN MICROPHONE
- SPLIT SCREEN MONITOR W/ 7" ANTI-GLARE, COLOR SCREEN, BUILT-IN SPEAKER, CLIP-IN SUNSHIELD
- WASH/DRY FOR BOTH CAMERAS

Quote Total: \$128,694.00**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	PUBLIC WORKS		
Customer Signature:				Date of Acceptance:	

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 110, from JX Truck Center, an amount not to exceed \$130,744.23.

AND

Approval of a [resolution](#) accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$190,201.00

BACKGROUND/HISTORY

The new Peterbilt was approved for replacement April 18, 2022, see [Attachment A](#). Staff also received notification recently that pricing will be increasing due to labor costs and EPA related equipment mandates. The vehicle up for replacement is a 2011 International MaxxForce that received a 71.93 rating with approximately 34,662 miles, and continues to have maintenance issues with the diesel particulate filter, EGR cooler and multiple turbo issues. The unit has had mechanical issues and costly repairs and requires replacement.

The cab and chassis will be purchased from JX Truck Center, delivered to Monroe Truck Equipment for the dump body, pneumatic and hydraulic controls, snowplow equipment package and safety lighting. Both the cab & chassis as well as the body and snowplow equipment would be purchased through the Sourcewell Purchasing Cooperative, under Contract No 060920-PMC.

While the FY22/23 Budget includes funding for the vehicle and equipment, there will be a shortfall in the amount of \$16,745. Staff does not plan on taking delivery of the vehicle until the first half of 2024. Funds will be carried over and adjusted for the FYE 24/25 Budget. The proposed funds are currently budgeted and would be expended from the following account in the event the vehicle is delivered prior to May 1, 2024.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET-CARRYOVER	EXPENDITURE	BALANCE
01-30-4815	Capital Purchases Truck Replace Unit 110 Cab & Chassis	\$ 306,200.00	\$ 130,744.23	\$ 175,455.77
01-30-4815	Capital Purchases Truck Replace Unit 110 Dump & Snow Plowing Equipment	N/A	\$ 190,201.00	(\$14,745.23)
01-30-4815	Capital Purchases Utility Truck Unit 110 Striping	N/A	\$ 2,000.00	(\$16,745.23)

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the purchase of one (1) new 2024 Peterbilt Model 548 Cab and Chassis, to replace unit 110, from JX Truck Center in an amount not to exceed \$130,744.23

AND

Approval of a resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body and snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$190,201.00.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 2, 2023, City Council agenda for formal consideration.

AGENDA MEMO
City Council
April 18, 2022

ISSUE STATEMENT

Approval of a **resolution** authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 110, from JX Truck Center, an amount not to exceed \$119,622.

AND

Approval of a **resolution** accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$184,501.

AND

Accepting a proposal from Jake the Striper for truck graphics in an amount not to exceed \$2,000.

BACKGROUND/HISTORY

The vehicle up for replacement is a 2011 International MaxxForce that received a 71.93 rating with approximately 34,662 miles, and is starting to experience issues with the diesel particulate filter, EGR cooler and multiple turbo issues. The unit has had mechanical issues and costly repairs and requires replacement. See **Attachment A**. The department has been utilizing the Peterbilt line for the last three years and has provided very reliable performance.

The cab and chassis will be purchased from JX Truck Center, delivered to Monroe Truck Equipment for the dump body, pneumatic and hydraulic controls, snowplow equipment package and safety lighting. Both the cab & chassis as well as the body and snowplow equipment would be purchased through the Sourcewell Purchasing Cooperative, under Contract No 060920-PMC. See **Attachment B**.

The FY22/23 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	EXPENDITURE	BALANCE
01-30-4815	Capital Purchases Truck Replace Unit 110 Cab & Chassis	\$ 305,000.00	\$ 119,622.00	\$ 185,378.00
01-30-4815	Capital Purchases Truck Replace Unit 110 Dump & Snow Plowing Equipment	N/A	\$ 184,501.00	\$ 877.00
01-30-4815	Capital Purchases Utility Truck Unit 110 Striping	N/A	\$ 2,000.00	(\$ 1,123.00)

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the purchase of one (1) new 2024 Peterbilt Model 548 Cab and Chassis, to replace unit 110, from JX Truck Center in an amount not to exceed \$119,622.

AND

Approval of a resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body and snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$184,501.00.

AND

Accepting a proposal from Jake the Striper for truck graphics in an amount not to exceed \$2,000.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 18, 2022, City Council agenda for formal consideration.

9-2-21

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	110	DEPARTMENT	Street	DATE
MODEL YEAR	2011	MODEL	maxX Force	10-24-21
CURRENT MILEAGE	34,142	CURRENT HOURS		
			MAXIMUM POINTS	VEHICLE SCORE
AGE				
	Department	Street		
	Life Expectancy	12		
	Age as of Report Date	10		
	AGE: Meets Requirements		20	20
USAGE				
	MILES	34,142		
	HOURS			
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE: Meets Requirements		20	10.93
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	12
MAINTENANCE AND REPAIR COSTS				
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE	163,632.00		
	LIFE TO DATE REPAIR COST	32,395.70		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	19.80%		

UNIT NO	110	DEPARTMENT		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	3
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	71.93

CITY OF DARIEN
Repair Transaction Cost Detail by Equipment#

Equipment#	Repair Order#	Date	Meter(1)	Shop Loc/ Rep Class	Rep Reason/ Rep Site			
110	0000030113	04/09/13	3777	01/03	01/01			
	<u>Group-System/</u>			<u>Mech/Vendor</u>	<u>Work Acc</u>	<u>Part(\$)</u>	<u>Labor(\$)</u>	<u>Hours</u>
	06-34 - LIGHTING SYS			002		43.99	22.50	1.50
110	0000030116	04/11/13	3777	01/03	01/01			
	06-34 - LIGHTING SYS			002		44.83	30.00	2.00
110	0000030142	04/29/13	3749	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
110	0000030343	10/31/13	5035	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
110	0000030397	12/09/13	5635	01/03	01/01			
	03-03 - SHEET METAL			002		47.78	37.50	2.50
110	0000030435	02/28/14	9359	01/03	01/01			
	03-10 - WIPERS/WASHERS			002		66.56	7.50	0.50
110	0000030492	04/30/14	9817	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
110	0000030574	07/02/14	10330	01/03	01/01			
	03-08 - MIRRORS			002		47.78	30.00	2.00
	06-34 - LIGHTING SYS			002		15.80	15.00	1.00
110	0000030693	10/21/14	11262	01/03	01/01			
	04-13 - BRAKES			002		117.88	22.50	1.50
	0000030699	10/23/14	11272	01/01	08/01			
	01-PMA - PREV. MAINT.			002		142.82	37.50	2.50
	07-44 - FUEL SYS			002		64.95	7.50	0.50
	07-41 - AIR INTAKE SYS			002		71.50	3.75	0.25
110	0000030719	10/28/14	11244	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
110	0000030779	01/22/15	12499	01/03	01/01			
	03-06 - DOORS			002		60.00	7.50	0.50
110	0000030800	02/13/15	13278	01/03	01/01			
	03-02 - HEATER-VENT			002		36.92	3.75	0.25
110	0000030828	03/24/15	17431	01/03	01/01			
	09-63 - HOSES & FITTING			002		139.14	30.00	2.00
110	0000030867	04/29/15	13771	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
110	0000031014	10/16/15	14787	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
110	0000031057	02/17/16	16563	01/01	08/01			
	06-39 - HORN & SIREN			002		35.55	30.00	2.00
110	0000031089	04/29/16	16838	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
110	0000031204	11/21/16	18465	01/03	01/01			
	02-17 - TIRES,TUBES,ETC			002		999.60	22.50	1.50
110	0000031312	04/30/17	19727	01/01	08/03			
	01-PME - PREV. MAINT.					30.00	0.00	0.00
110	0000031343	05/01/17	19846	01/01	08/03			
	01-PMA - PREV. MAINT.					422.49	0.00	0.00

CITY OF DARIEN
Repair Transaction Cost Detail by Equipment#

Equipment#	Repair Order#	Date	Meter(1)	Shop Loc/ Rep Class	Rep Reason/ Rep Site			
	01-PMB - PREV. MAINT.					0.01	0.00	0.00
110	0000031487	09/28/17	20561	01/01	08/01			
	<u>Group-System/</u>			<u>Mech/Vendor</u>	<u>Work Acc</u>	<u>Part(\$)</u>	<u>Labor(\$)</u>	<u>Hours</u>
	03-09 - HUB CAPS/COVERS			002		24.00	15.00	1.00
110	0000031490	09/29/17	202058	01/01	08/01			
	02-17 - TIRES,TUBES,ETC			002		1,352.20	0.00	0.00
110	0000031491	10/01/17	20600	01/02	01/01			
	02-17 - TIRES,TUBES,ETC			002		1,352.20	37.50	2.50
110	0000031508	10/03/17	20600	01/02	01/01			
	06-34 - LIGHTING SYS			002		91.00	15.00	1.00
110	0000031518	10/04/17	20582	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
110	0000031604	02/26/18	23063	01/01	08/01			
	06-35 - BATTERY			002		461.97	30.00	2.00
110	0000031605	02/27/18	23063	01/01	08/01			
	03-07 - INTERIOR			002		610.00	60.00	4.00
	01-PMA - PREV. MAINT.			002		191.70	7.50	0.50
110	0000031660	04/04/18	23100	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
110	0000031750	08/15/18	23587	01/03	01/01			
	04-13 - BRAKES			002		369.70	75.00	5.00
110	0000031766	08/29/18	23724	01/01	08/01			
	06-32 - CRANKING SYS			002		260.00	90.00	6.00
110	0000031781	09/25/18	23745	01/03	01/01			
	01-PMB - PREV. MAINT.			002		462.42	120.00	8.00
110	0000031816	10/01/18	23604	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	30.00	0.00
110	0000031828	11/14/18	24136	01/01	08/01			
	09-59 - PTO			002		1,309.68	150.00	10.00
110	0000031864	02/04/19	24902	01/01	01/01			
	03-08 - MIRRORS			TOM		215.80	61.95	1.50
110	0000031978	08/05/19	27222	01/01	01/01			
	08-50 - AM/FM RADIOS			TOM		220.00	20.65	0.50
110	0000032030	11/12/19	27772	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	40.50	0.00
110	0000032101	02/03/20	28816	01/01	01/03			
	09-62 - SWING CYLINDER					0.00	255.54	0.00
110	0000032126	04/02/20	29594	01/01	01/01			
	04-13 - BRAKES			TOM		310.00	103.25	2.50
	06-39 - HORN & SIREN			TOM		70.00	82.60	2.00
110	0000032181	06/04/20	29687	01/01	08/03			
	01-PME - PREV. MAINT.					0.00	44.50	0.00
110	0000032205	07/01/20	30002	01/01	01/01			
	03-01 - A/C			TOM		535.00	103.25	2.50
110	0000032324	01/11/21	30630	01/01	08/03			
	01-PMF - PREV. MAINT.					0.00	40.50	0.00

CITY OF DARIEN
Repair Transaction Cost Detail by Equipment#

Equipment#	Repair Order#	Date	Meter(1)	Shop Loc/ Rep Class	Rep Reason/ Rep Site			
110	0000032329	01/11/21	30630	01/01	38/01			
	<u>Group-System/</u>			<u>Mech/Vendor</u>	<u>Work Acc</u>	<u>Part(\$)</u>	<u>Labor(\$)</u>	<u>Hours</u>
	06-38 - ELECT SHORTS			TOM		737.56	10.33	0.25
110	0000032372	03/04/21	32808	01/01	01/01			
	09-57 - HYDRAULIC SYS			TOM		128.69	82.60	2.00
110	0000032400	04/12/21	33804	01/01	01/01			
	04-13 - BRAKES			TOM		85.98	165.20	4.00
110	0000032401	04/12/21	33804	01/01	01/01			
	05-24 - DRIVE SHAFT			TOM		945.00	41.30	1.00
	04-16 - SUSPENSION			TOM		1,474.53	330.40	8.00
110	0000032430	05/03/21	33804	01/01	08/03			
	01-PMF - PREV. MAINT.					0.00	0.00	0.00
110	0000032463	06/14/21	34067	01/01	01/01			
	04-13 - BRAKES			TOM		2,195.03	495.60	12.00
	01-PMB - PREV. MAINT.			TOM		120.00	82.60	2.00
110	0000032468	07/12/21	34077	01/01	01/01			
	04-13 - BRAKES			TOM		2,165.50	826.00	20.00
	02-19 - WHEELS/RIMS			TOM		290.00	0.00	0.00
110	0000032536	09/02/21	34662	01/01	01/01			
	06-37 - SPOT LIGHT			TOM		0.00	165.20	4.00
Equipment# -			110	Total		18,365.56	4,159.47	122.75
Grand Total						18,365.56	4,159.47	122.75

\$16,996.12
+
\$15,399.58 to be done
total
\$32,395.70

QUOTE



Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
Bolingbrook IL 60440
(630) 616-3933

Date: _____
Quote #: DE-01 781
Type: Cash
Salesperson: Tor Larkin
PO #: _____

VILLAGE OF DARIEN
1041 S FRONTAGE RD
DARIEN IL 60561
P:() -

Truck #110

The quote is for budgetary reasons. Final price TBD. Sourcwell contact #060920-PMC.

Stock#:	VIN:TBD	2024 PETERBILT 548	Price:	\$116,167.00
		heated windshield		\$800.00
		5yr/100k engine and aftertreatment warranty		\$2,190.00
		Monroe body #4BD0005626		<u>\$145,015.00</u>
		Per Unit:		<u>\$264,172.00</u>

Stock#:	VIN:	2024 PETERBILT 548	Price:	\$116,167.00
		Monroe quote #4BD0005580-1		\$162,155.00
		5yr/100k engine and aftertreatment warrant		\$2,190.00
		heated windshield		<u>\$800.00</u>
		Per Unit:		<u>\$281,312.00</u>

Total Price	\$545,484.00
Documentation Fee	\$600.00
Title Fee	\$310.00
IL ERT Fee	\$20.00
Total	<u>\$546,414.00</u>

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116,167.00 +	
162,155.00 +	
2,190.00 +	\$116,167.00
800.00 +	\$162,155.00
300.00 +	\$2,190.00
165.00 +	\$800.00
10.00 +	\$300.00
281,777.00	\$155.00
	\$10.00
22,346.00 +	
304,123.00	

2,100.00

\$281,777.00

+22,346.00

+2,000.00

\$306,123.00

Graphic CS



Peterbilt Illinois-Joliet (P128)
535 East S. Frontage Rd
Bolingbrook, Illinois 60440

City Of Darien
1702 Plainfield Rd
Darien, Illinois 60561
United States of America

Tor Larkin
Cell Phone:
Office Phone: 630-972-2720
Email: tlarkin@jxe.com

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Vehicle Summary

Unit		Chassis	
Model:	Model 548	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	23000
Description 1:	City of Darien 548 SA	G.C.W. (lbs):	66000
Description 2:	Copy of City of Darien 548 SA		
Application		Road Conditions:	
Intended Serv.:	Snowplow	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	End Dump	Wheelbase (in):	172
Length (ft):	10	Overhang (in):	75
Height (ft):	13.5	Fr Axle to BOC (in):	69.5
Max Laden Weight (lbs):	1000		
Trailer		Cab to Axle (in):	102.5
No. of Trailer Axles:	0	Cab to EOF (in):	177.5
Type:		Overall Comb. Length (in):	287
Length (ft):	0	Special Req.	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by:

Date:

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	Weight
Base Model			
0005481	S	Model 548 The Model 548 meets and exceeds the demands of Class 7 and Class 8 specialty application markets that require a rugged workhorse for durability and a wide range of optional content. The Model 548 is available in configurations with a GVW from 33,000 to 66,000 lbs. to suit most vocational applications. The 548 also offers all-wheel-drive. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 548 is in a class of its own.	10,860
0091200	S	Other Commodity	0
0093150	O	Snowplow Truck which is configured for mounting a snowplow to the front. May also have dump or other body.	0
0095170	O	End Dump	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipd MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	408
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	0
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	0
0613095	O	3-Piece Suspension Crossmembers	0
0620545	O	24" Bumper Extension, W/O Adapter	90
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0
0651090	O	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment			
1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of	111

Price Level: January 1, 2022

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Sales Code	Std/ Opt	Description	Weight
		maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	110
1243050	O	Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings.	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1353550	O	PHP10 Aluminum PreSet PLUS Hubs Air Disc PHP10 aluminum PreSet PLUS hubs air disc have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug, with a seal and bearings. Use with Front Axle.	14
1380290	O	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	30
1391480	O	Pad Dust Shields for Air Disc Brakes; Front Axle Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	2
Rear Axle & Equipment			
1513280	O	Dana Spicer S23-172, 23,000lb	-80
1616305	O	PHP10 Iron Preset + Hubs - Air Disc	0
1660040	O	Pad Dust Shields for Air Disc Brakes, Drive Axle(s)	0
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	S	Stability System Not Selected Or Not Available	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold	0

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Sales Code	Std/ Opt	Description	Weight
		conditions and withstand the stress from high temperatures, extending component life.	
1687080	O	Air Disc Rear Brakes, Single Drive Axle	0
1706140	O	Ratio 6.14 Rear Axle	0
1811210	O	Peterbilt Air Trac 23,000 lb Light Weight	110
1911010	O	Steel Suspension Insert Up To 77" Overhang	123
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	2

Engine & Equipment

2074407	O	PACCAR PX-9 330@2000 GOV@2200 1000@1200 Productivity (2021 Emissions)	0
		N21350 C121 64....Maximum Accelerator Pedal Ve	
		N21370 C128 64....Maximum Cruise Speed (P059)	
		N21460 C132 1400..Max PTO Speed (P046)	
		N21520 C133 5.....Timer Setting (P030)	
		N21610 C188 39....Low Ambient Temperature Thre	
		N21620 C189 60....Intermediate Ambient Tempera	
		N21630 C190 80....High Ambient Temperature Thr	
		N21550 C206 35....Engine Load Threshold (P516)	
		N21340 C209 120...Hard Maximum Speed Limit (P1	
		N21510 C225 YES...Enable Idle Shutdown Park Br	
		N21450 C231 NO....Gear Down Protection (P026)	
		N21570 C233 NO....Idle Shutdown Manual Overrul	
		N21440 C234 NO....Engine Protection Shutdown (
		N21480 C238 NO....Auto Engine Brake in Cruise	
		N21470 C239 NO....Cruise Control Auto Resume (
		N21430 C333 0.....Reserve Speed Limit Offset (
		N21410 C334 0.....Maximum Cycle Distance (N202	
		N21590 C382 YES...Enable Hot Ambient Automatic	
		N21500 C395 0.....Expiration Distance (N209)	
		N21530 C396 YES...Enable Impending Shutdown Wa	
		N21540 C397 60....Timer For Impending Shutdown	
		N21320 C399 120...Standard Maximum Speed Limit	
		N21400 C400 252...Reserve Speed Function Reset	
		N21420 C401 10....Maximum Active Distance (N20	
		N21330 C402 0.....Expiration Distance (N207)	
2091130	S	VMUX Electronics Architecture	0
2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Override	0

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Sales Code	Std/ Opt	Description	Weight
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2092016	O	Typical Operating Speed 62 MPH	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2140010	O	Belly Pan	35
2140220	O	CARB Engine Idling Compliance DECLINED By Dealer/Customer	0
2140670	O	EPA Emission Warranty	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	62
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
2539490	O	Batteries in RH BOC Box	0
2539840	O	MD - Battery Disconnect Switch Mounted on Battery Box	9
2621130	O	Belt Driven Variable Speed Fan Clutch PX9 Engine PX7/ PX9/L9N/B6.7N. The belt-driven fully variable speed fan drives communicate directly with the PX9 ECM through the included electronic controller, managing the fan speed to match the exact amount of cooling required. The optimized setup creates smoother engagements, reduces noise and frees up available horsepower. These fan drives are also maintenance-free. A belt, additional pulleys, idlers, tensioners, and a drive hub are included to drive the fan.	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0

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Sales Code	Std/ Opt	Description	Weight
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
2921210	S	No Fluid Heat Option for Fuel Filter	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
3211140	S	(1) Air Cleaner Engine Mounted	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	29
3381770	O	Curved Tip Standpipe(s)	1
3387610	O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	0

Transmission & Equipment

4052110	O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).	459
4210080	S	1710 HD Driveline, 1 Midship Bearing	0
4240020	O	Automatic Transmission Oil Cooler Vocational Hood Only	13
4250650	U	LH PTO Access Dipstick Tube Routing, Allison Trans	0
4252890	O	Allison FuelSense 2.0 Not Desired	0

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Sales Code	Std/ Opt	Description	Weight
4252950	O	Omit Allison Neutral At Stop	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	3
4257110	O	LH Mounted Trans PTO Provisions	0
Air & Trailer Equipment			
4510190	S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0
4520420	O	Pull Cords All Air Tanks	0
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4611730	O	7-Way Electric Harness, Socket Mounted EOF	10
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	4
Tires & Wheels			
5064010	O	FF: BR 20ply 315/80R22.5 M870 Efficiency Rating: Fair Diameter= 42.8 inches; SLR= 19.9 inches The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection.	94
5168400	O	RR: BR 16Ply 11R22.5 M770	64
5190004	O	Code-rear Tire Qty 04	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 High Polish Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other	-30

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Sales Code	Std/ Opt	Description	Weight
		heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	
5320410	O	RR: Alcoa 885657 22.5X8.25 High Polish Aluminum wheel severe service.	-56
5390004	O	Code-rear Rim Qty 04	0
Fuel Tanks			
5584100	O	D-Shaped Aluminum 70 Gallon Fuel Tank LH U/C Non-slip step LH under cab	0
5602070	O	Location LH U/C 70 Gallon	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
5652980	S	DEF To Fuel Ratio Between 1:1 And 2:1	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0
Battery Box & Bumper			
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-84
6030660	S	Plastic Battery Box Cover	0
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6121770	O	Steel Bumper Tapered Painted Two tow points, painted same color as frame. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height: Measurement to bottom of frame at front of frame: for the 107 Aero Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	40
Cab & Equipment			
6510170	O	Vocational 109" BBC Alum Cab and Metton Hood with Stationary grille.	15
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	0
6917340	O	Peterbilt Premium Driver Seat	4
6927320	S	Seats Inc. Passenger Seat	0

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Date: February 21, 2022

Dest: City of Darien 548 SA

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Sales Code	Std/ Opt	Description	Weight
6930060	O	Driver Seat Heated Includes heating elements in the lower cushion and backrest. Temperature is preset for optimum comfort and controlled by a high/low switch and an on/off switch next to the adjustment valves on the seat.	4
6930500	O	Drivers Armrest - RH Only	2
6930800	O	Black Seat Color IPO Standard Color	0
6939400	S	Air Ride Driver	0
6939420	O	High Back Driver	0
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0
6939520	O	High Back Passenger	0
6939570	S	Vinyl Passenger	0
7000025	O	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	4
7001520	S	Adjustable Steering Column - Tilt/Telescope	0
7036130	O	Interior Grey/Black - Curved Roof	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0
7230060	S	1-Piece Curved Windshield	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7322130	O	Cup Holder (Floor Mounted) Includes two standard-size drink holders and one extra-large jugholder, coin tray, and clipboard-size storage area.	4
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	4
7510060	O	Aero Rear View Mirror Housing, Bright Finish	3
7514010	O	Peterbilt Aero Rear View Mirror, Motorized	3

Price Level: January 1, 2022

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Desk: City of Darien 548 SA

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Sales Code	Std/ Opt	Description	Weight
		Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7610500	S	Air Horn Mounted Under Cab	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	0
7728050	O	USB Port	0
7743030	O	CB Antenna Mounting, Dual LH/RH Mirror	2
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	2
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	0
7852060	S	Solid Rear Day Cab Mounts	0
7901130	O	Backup Alarm (107 DB)	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
8072560	O	(1) Additional Dash Switch With Wiring (1) additional dash switch with wiring. Spare 1 and 2 share 15 amp fuse, spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash space.	0
8073040	O	(1) Additional Electric Over Air Switch On/off only, switch has green indicator light, air connections on frame rail under cab. One accessory solenoid bank with plug on it.	1
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0
8120980	S	(5) Marker Lights, Aero LED	0
8133450	O	(2) Brackets F/O Beacon/Strobe, Roof Mounted	0

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Sales Code	Std/ Opt	Description	Weight
		(2) brackets for furnished by owner beacon / strobe lights roof mounted. Located above each door toward rear, includes switch and wiring.	
8134160	S	Self-Canceling Turn Signal	0
8140080	S	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	0
8140850	S	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	0

Paint

8500710	S	Standard Paint Color Selection	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0

Shipping Destination

Options Not Subject To Discount

9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0
9408798	U	MP20-10 EXTENDED WARRANTY CREDIT	0

Miscellaneous

9409046	O	Vocational Hood (MODEL 548)	0
9409063	O	State Registry: Illinois	0
9409843	O	Peterbilt Sourcewell Program Code	0
9481975	O	PACCAR 2021 PX-9 Protection Plan 1 5 Yrs/100K Mi (160,935 Km)	0
9481987	O	PACCAR 2021 PX-9 Aftertreatment Coverage (5/100) 5 Yrs/100K Mi (160,935 Km)	0

Promotions

Order Comments

Price Level: January 1, 2022
Deal: City of Darien 548 SA
Printed On: 2/21/2022 6:25:39 AM

99% Complete

Date: February 21, 2022
Quote Number: QUO-842477-Z7Z7L3



Total List Price (W/O Freight & Warranty & Surcharges)	\$145,209
Marketing and Service Support Fee	\$995
Prepaid Freight	\$2,800
Total Surcharge/Options Not Subject To Discount	\$390
Total Weight	12,567

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity
P128 - Peterbilt Illinois-Joliet 535 East S. Frontage Rd Bolingbrook, Illinois 60440	1



812 Draper Avenue
Joliet, IL 60432
Sales Rep: Tom Markel
Ph: (331) 229-0744
www.MonroeTruck.com

J.O. #

Quotation ID: 48D0005580-1

Date: 3/23/2022

Valid thru: 4/22/2022

Terms: NET 30

Quoted by: Bob Drews

Ph/Fax: 815-280-4237 / 815-727-5429

Quoted to:

JX ENTERPRISES (BOLINGBROOK) (ATTN: TOR LARKIN)

1320 WALNUT RIDGE DR, STE 100

HARTLAND, WI 53029

Ph: 847-395-7222 / Fax: 847-395-7240

Email:

VILLAGE OF DARIEN, IL

Chassis Information

Year: 2023	Make: PETERBILT	Model: 548	Chassis Color:	Cab Type:
Single/Dual: DRW	CA:	CT:	Wheelbase:	Engine: DIESEL
			F.O. Number #:	Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description

Amount

MULTI-PURPOSE DUMP BODY PATROL TRUCK PACKAGE SKU # 9TRR000708

MONROE RADIUS DUMP SPREADER BODY

- 10' RDS COMBO BODY BUILT OF 304 STAINLESS STEEL
- 96" WIDE X 56" TALL
- DOUBLE ACTING TELESCOPIC HOIST WITH TRUNION MOUNT
- CLOSED LOOP
- REAR DISCHARGE
- DUAL AUGER CONVEYOR SYSTEM WITH PLANETARY DRIVER GEARBOX SYSTEM
- AIR TRIP TAILGATE
- ILLINOIS DOT 304 SS 1/2 CAB GUARD
- SELF LEVELING STAINLESS STEEL REAR SPINNER ASSEMBLY WITH POLY SPINNER DISC
- PAIR OF STAINLESS STEEL FENDERS OVER REAR WHEELS W/ RUBBER FLAPS FRONT AND REAR
- STAINLESS STEEL 16" WIDE FOLD-UP LADDER W/ BUSTIN STEPS AND EXTRA SPRING CATCH ON BOTH SIDES
- GREASE LINE KIT FOR AUGERS AND AIR TAILGATE LINKAGE
- STAINLESS STEEL TOP GRATES
- STAINLESS STEEL FLOOR COVER TO PROTECT AUGERS DURING SUMMER USE
- SPRAY BAR KIT FOR PREWET IN AUGER TROUGH
- SPILL GUARD: PIN-ON SPREADER APRON, STAINLESS STEEL
- (2) SS SPRING LOADED SHOVEL HOLDERS - ONE EACH SIDE
- RED/WHITE REFLECTIVE TAPE
- BODY UP INDICATOR PROGRAMMED INTO 5100 CONTROLLER

CUSTOM CHIPPER CAP KIT

- ALL 304 STAINLESS STEEL
- PINS ONTO RDS BODY
- CUSTOM HALF TAILGATE ALLOWS THE CHIPPED MATERIAL TO BLOW INTO THE HOPPER
- GATE WILL BE DESIGNED TO PIN INTO THE BODY IN PLACE OF THE REGULAR GATE WHEN THE CHIPPER CAP IS INSTALLED
- IN THE SUMMER, IT WILL BE DESIGNED TO OPERATE LIKE A DUMP TAILGATE AS NEEDED OR CAN BE UNPINNED AND LAID DOWN FOR USE WHEN LOADING BRUSH INTO THE BACK OF THE BODY INSTEAD OF CHIPS

PULITARP BRAND TARP ASSEMBLY

- GALVANIZED STEEL HOUSING
- ASPHALT TARP WITH SIDE FLAPS
- FULLY RETRACTABLE W/O ARMS

REAR HITCH

- 1" PINTLE PLATE WITH 3/4" D-RINGS
- PINTLE HOOK W/MOUNTING, 50TON
- 6 PRONG TRAILER PLUG
- RELOCATE O.E.M. TRAILER PLUG
- BACK UP ALARM
- ELECTRIC BRAKE CONTROLLER



Description**Amount**

- LIGHTS - WHELEN, JUSTICE SUPER LED ILL STROBE SYSTEMS, 72" LIGHT BAR
- 72" JUSTICE LED LIGHT BAR MOUNTED ON ROOF WITH LED SCENE LIGHTS
 - LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
 - LED BACK UP LIGHT MOUNTED IN REAR CORNER POST
 - 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
 - 2 LED SPREADER LIGHTS
 - 2-YEAR WARRANTY

PRE-WET

- (2) 120 GALLON POLY PRE-WET TANKS MOUNTED ON SIDES OF BODY
- CLOSED LOOP
- HYDRAULIC DRIVEN 7 G.P.M. PUMP
- STAINLESS STEEL MOUNTING HARDWARE
- CROSSOVER KIT
- BULK FILL AND FLUSH KIT
- SNORKEL VENTING KIT FOR TANKS
- DISCHARGED WITH SLURRY BAR IN SPREADER TROUGH

PRE-WET SYSTEM - SINGLE 120 GAL BEHIND CAB TANK

- CLOSED LOOP
- PLUMBED INTO RDS TANKS WITH DIVERTER VALVE

PLOW HITCH:

- MC7082 QUICK HITCH W/FLAT FOLD CAPABILITY
- 4" X 10" DOUBLE ACTING LIFT CYLINDER
- REINSTALL FACTORY BUMPER
- HEATED LED PLOW LIGHTS MOUNTED ON STAINLESS STEEL BRACKETS

MONROE TORSION TRIP EDGE "J" STYLE POLY REVERSIBLE PLOW**STANDARD EQUIPMENT:**

- 45" HIGH X 11' LENGTH
- (10) 1/2" ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP
- CARBIDE CUTTING EDGE W/ COVER BLADE
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- HEAVY DUTY PUSHFRAME WITH 2" MOUNTING PLATE AND 2" BOLT HOLE
- RIGHT HAND MAILBOX TRIM PER OPTIMUM DIMENSION AT FULL REVERSE ANGLE
- (2) DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- MTE QUICK HITCH PLOW SIDE ATTACHMENT
- RUBBER SNOW DEFLECTOR
- FLOURESCENT ORANGE MARKERS
- CURB SHOES ON BOTH SIDES

MANUAL/ELECTRIC HYDRAULICS PACKAGE**STANDARD EQUIPMENT:**

- CLOSED LOOP FOR SPREADER AND PRE-WET
- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL
- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM
- 40 GALLON CAPACITY FILTER STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER MOUNTED IN CRADLE BEHIND CAB ABOVE FRAME
- FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- VALVE ENCLOSURE MOUNTED IN CRADLE BEHIND CAB
- STAINLESS STEEL LINES TO REAR
- STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER
- MANUAL LEVER CONTROLS
- LUCHBOX SYTLE CONTROL STAND



Description	Amount
- FORCE 5100FX-3F GROUND BASED SPREADER CONTROL - SWITCH PANEL - FORCE AMERICA WIRELESS ARC PAVEMENT MONITOR - BLAST/PASS BUTTON MOUNTED ON PLOW LEVER - INSTALLED BRIGADE DASH-MOUNTED BACKUP CAMERA SYSTEM - (2) LOW-LIGHT CAMERAS W/ INTEGRAL SUNSHIELD & BUILT-IN MICROPHONE - SPLIT SCREEN MONITOR W/ 7" ANTI-GLARE, COLOR SCREEN, BUILT-IN SPEAKER, CLIP-IN SUNSHIELD - WASH/DRY FOR BOTH CAMERAS	
Quote Total:	\$162,155.00

Additional Options:

Description	Amount	Add to quote? Yes / No
10' MONROE 4500 SERIES EXTRA HEAVY DUTY UNDERBODY SCRAPER STANDARD EQUIPMENT: - 1" THICK X 20" HIGH MOLDBOARD - 5" CENTER PIN WITH THREE 3/4" MOUNTING BOLTS - 2 1/2" DIAMETER HINGE SHAFT - (2) HEAVY DUTY SHOCK ABSORBERS - (2) 3 1/2" ACTUATING CYLINDERS - 400 PSI CUSHION VALVE - 1" SOLID NOTCH-LESS REVERSING CIRCLE (CAN ROTATE A FULL 45 DEG.) - 4" REVERSING CYLINDERS W/ 2" CYLINDER RODS - CONTOURED HOLD-DOWN BLOCKS WITH 3/8" UHMV POLY WEAR PLATES - 96" LONG SOLID SHAFT HINGE WITH 3 ANCHOR PLATES - ALL HINGES ARE GUSSETED WITH 1/2" MATERIAL - HANGER PLATES: 3/4" X 25.5W" X 22"H, 1.25 GAUGE - GREASE LINE EXTENSION: 19-RANK (LUBRICATES THE TRUNNIONS) - (2) CURB GUARDS: WRAP-AROUND - POWDER COATED BLACK - INSTALLED	\$22,346.00	Yes / No
8' MONROE MID-MOUNT JUNIOR PATROL WING (RIGHT SIDE) - 31" High Inboard, 36.5" Outboard, 3/16" Thick Moldboard - 4" X 4" X 1/4" Bottom Angle - 1/2" Thick One-Piece Vertical & Interlaced Designed Horizontal Ribs - Mailbox Trim on Discharge End - Standard 100% Welded - Shot-Blasted & Powder-Coated Orange - Powder-Coated Black Hardware - Para-Glide wing post - Wrap around curb guard - 36" Fluorescent orange marker on discharge end - (1) LED wing light - (2) Wing mounted LED amber strobes - Installed	\$17,909.00	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:	Sourcwell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	



RESOLUTION NO. R-35-22

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024 PETERBILT MODEL 548 CAB AND CHASSIS, TO REPLACE UNIT 110, FROM JX TRUCK CENTER, AN AMOUNT NOT TO EXCEED \$119,622

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 (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 110, from JX Truck Center, an amount not to exceed \$119,622, 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 18th day of April, 2022.

AYES: 6 - Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan

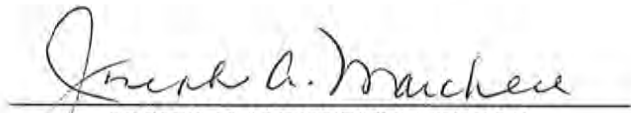
NAYS: 0 - NONE

ABSENT: 1 - Vaughan

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of April, 2022.

ATTEST:


JOANNE E. RAGONA, CITY CLERK


JOSEPH MARCHESE, MAYOR

APPROVED AS TO FORM:


CITY ATTORNEY





Peterbilt Illinois-Joliet (P128)
535 East S. Frontage Rd
Bolingbrook, Illinois 60440

City Of Darien
1702 Plainfield Rd
Darien, Illinois 60561
United States of America

Tor Larkin
Cell Phone:
Office Phone: 630-972-2720
Email: tlarkin@jxe.com

kris throm

Vehicle Summary

Unit		Chassis	
Model:	Model 548	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	23000
Description 1:	City of Darien 548 SA	G.C.W. (lbs):	66000
Description 2:	Copy of City of Darien 548 SA		
Application		Road Conditions:	
Intended Serv.:	Snowplow	Class A (Highway)	100
Commodity:	Other Commodity	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	End Dump		6
Length (ft):	10	Wheelbase (in):	172
Height (ft):	13.5	Overhang (in):	75
Max Laden Weight (lbs):	1000	Fr Axle to BOC (in):	69.5
		Cab to Axle (in):	102.5
		Cab to EOF (in):	177.5
		Overall Comb. Length (in):	287
Trailer		Special Req.	
No. of Trailer Axles:	0		
Type:			
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by:

102
13.5
Josel A. Marchese
Note: All sales are F.O.B. designated plant

Date: 4-18-22

Note: All sales are F.O.B. designated plant of manufacture.



Sales Code	Std/ Opt	Description	Weight
Base Model			
0005481	S	Model 548 The Model 548 meets and exceeds the demands of Class 7 and Class 8 specialty application markets that require a rugged workhorse for durability and a wide range of optional content. The Model 548 is available in configurations with a GVW from 33,000 to 66,000 lbs. to suit most vocational applications. The 548 also offers all-wheel-drive. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 548 is in a class of its own.	10,860
0091200	S	Other Commodity	0
0093150	O	Snowplow Truck which is configured for mounting a snowplow to the front. May also have dump or other body.	0
0095170	O	End Dump	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipso MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	Not Applicable Secondary Manufacturer	0
Frame & Equipment			
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	408
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPC Standard Class 5, 6, 7	0
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	0
0613095	O	3-Piece Suspension Crossmembers	0
0620545	O	24" Bumper Extension, W/O Adapter	90
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0
0651090	O	Omit Rear Mudflaps and Hangers	-25
Front Axle & Equipment			
1011360	O	Dana Spicer D2000F 20,000 lb, 3.5 in. Drop Factory front axle alignment to improve handling & reduce tire wear. Zerk fittings on tie rod ends, king pins, & draglink ball joints for ease of	111

Price Level: January 1, 2022

99% Complete

Date: February 21, 2022

Desk City of Danon 548 SA

Quote Number: QUO-842477-Z7Z7L3

Printed On: 2/21/2022 8:25:38 AM



Sales Code	Std/ Opt	Description	Weight
		maintenance & help extend service life of components. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	110
1243050	O	Power Steering Sheppard HD94 Dual For use with 16,000 to 20,000 lb. axle ratings.	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1353550	O	PHP10 Aluminum PreSet PLUS Hubs Air Disc PHP10 aluminum PreSet PLUS hubs air disc have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug, with a seal and bearings. Use with Front Axle.	14
1380290	O	Bendix Air Disc Front Brakes Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	30
1391480	O	Pad Dust Shields for Air Disc Brakes; Front Axle Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	2
Rear Axle & Equipment			
1513280	O	Dana Spicer S23-172, 23,000lb	-80
1616305	O	PHP10 Iron Preset + Hubs - Air Disc	0
1660040	O	Pad Dust Shields for Air Disc Brakes, Drive Axle(s)	0
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	S	Stability System Not Selected Or Not Available	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold	0

Price Level: January 1, 2022

99% Complete

Date: February 21, 2022

Deal: City of Warren 548 SA

Quote Number: QUO-842477-Z/Z7L3

Printed On: 2/21/2022 6:25:39 AM



Sales Code	Std/ Opt	Description	Weight
		conditions and withstand the stress from high temperatures, extending component life.	
1687080	O	Air Disc Rear Brakes, Single Drive Axle	0
1706140	O	Ratio 6.14 Rear Axle	0
1811210	O	Peterbilt Air Trac 23,000 lb Light Weight	110
1911010	O	Steel Suspension Insert Up To 77" Overhang	123
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	2

Engine & Equipment

2074407	O	PACCAR PX-9 330@2000 GOV@2200 1000@1200 Productivity (2021 Emissions)	0
		N21350 C121 64....Maximum Accelerator Pedal Ve N21370 C128 64....Maximum Cruise Speed (P059) N21460 C132 1400..Max PTO Speed (P046) N21520 C133 5.....Timer Setting (P030) N21610 C188 39....Low Ambient Temperature Thre N21620 C189 60....Intermediate Ambient Tempera N21630 C190 80....High Ambient Temperature Thr N21550 C206 35....Engine Load Threshold (P516) N21340 C209 120...Hard Maximum Speed Limit (P1 N21510 C225 YES...Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown (N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 120...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)	
2091130	S	VIAUX Electronics Architecture	0
2091305	O	Engine Idle Shutdown Timer Enabled	0
2091315	O	Enable EIST Ambient Temp Override	0

Price Level: January 1, 2022

99% Complete

Date: February 21, 2022

Deal: City of Darion 548 SA

Quote Number: QJO-842477-Z/Z7L3

Printed On: 2/21/2022 6:25:39 AM



Sales Code	Std/ Opt	Description	Weight
2091372		Eff EIST NA Expiration Miles	0
2091640		Effective VSL Setting NA	0
2092016	O	Typical Operating Speed 62 MPH	0
2092032	O	Powertrain Optimized for Performance Best analysis for vehicles used in vocational applications or with heavy GCWRs.	0
2140010	O	Belly Pan	35
2140220	O	CARB Engine Idling Compliance DECLINED By Dealer/Customer	0
2140670	O	EPA Emission Warranty	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	O	Immersion Type Block Heater 110-120V Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	2
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0
2538040	O	3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	62
2539410	O	Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.	4
2539490	O	Batteries In RH BOC Box	0
2539840	O	MD - Battery Disconnect Switch Mounted on Battery Box	9
2621130	O	Belt Driven Variable Speed Fan Clutch PX9 Engine PX7/ PX9/L9N/B6.7N. The belt-driven fully variable speed fan drives communicate directly with the PX9 ECM through the included electronic controller, managing the fan speed to match the exact amount of cooling required. The optimized setup creates smoother engagements, reduces noise and frees up available horsepower. These fan drives are also maintenance-free. A belt, additional pulleys, idlers, tensioners, and a drive hub are included to drive the fan.	0
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0

Price Level: January 1, 2022

99% Complete

Date: February 21, 2022

Coast City of Darian 648 SA

Quote Number: QUO-842477-Z/Z/L3

Printed On: 2/21/2022 6:25:39 AM



Sales Code	Std/ Opt	Description	Weight
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0
2921210	S	No Fluid Heat Option for Fuel Filter	0
2921320	O	12V Heat for Fuel Filter Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.	0
3211140	S	(1) Air Cleaner Engine Mounted	0
3365270	O	Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.	29
3381770	O	Curved Tip Standpipe(s)	1
3387610	O	18" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	0

Transmission & Equipment

4052110	O	Allison 3000 RDS-P Transmission, Gen 5 Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Automatic Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-3.49, 2nd-1.86, 3rd-1.41, 4th-1.00, 5th-0.75, 6th-0.65. Reverse ratios: DR-(5.03).	459
4210080	S	1710 HD Driveline, 1 Midship Bearing	0
4240020	O	Automatic Transmission Oil Cooler Vocational Hood Only	13
4250650	U	LH PTO Access Dipstick Tube Routing, Allison Trans	0
4252890	O	Allison FuelSense 2.0 Not Desired	0

Price Level: January 1, 2022

99% Complete

Date: February 21, 2022

Deak City of Dallas 548 SA

Quote Number: QUO-842477-Z7Z/L3

Printed On: 2/21/2022 5:25:39 AM



Sales Code	Std/ Opt	Description	Weight
4252950	O	Omit Allison Neutral At Stop	0
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	3
4257110	O	LH Mounted Trans PTO Provisions	0
Air & Trailer Equipment			
4510190	S	Bendix AD-HF Air Dryer, Heater Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	0
4520420	O	Pull Cords All Air Tanks	0
4540420	S	Nylon Chassis Hose	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4611730	O	7-Way Electric Harness, Socket Mounted EOF	10
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	4
Tires & Wheels			
5064010	O	FF: BR 20ply 315/80R22.5 M870 Efficiency Rating: Fair Diameter= 42.8 inches; SLR= 19.9 inches The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection.	94
5168400	O	RR: BR 16Ply 11R22.5 M770	64
5190004	O	Code-rear Tire Qty 04	0
5220520	O	FF: Alcoa 89U637 22.5 X 9.00 High Polish Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other	-30

Price Level: January 1, 2022

99% Complete

Date: February 21, 2022

Dest: City of Darion 648 SA

Quote Number: QUC-842477-Z7Z/L3

Printed On: 2/21/2022 6:25:39 AM



Sales Code	Std/ Opt	Description	Weight
		heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	
5320410	O	RR: Alcoa 885657 22.5X8.25 High Polish Aluminum wheel severe service.	-56
5390004	O	Code-rear Rim Qty 04	0
Fuel Tanks			
5584100	O	D-Shaped Aluminum 70 Gallon Fuel Tank LH U/C Non-slip step LH under cab	0
5602070	O	Location LH U/C 70 Gallon	0
5652890	S	DEF Tank Mounted LH BOC Models 220 and 520 mounted left hand back-of-cab.	0
5652980	S	DEF To Fuel Ratio Between 1:1 And 2:1	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0
Battery Box & Bumper			
6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	-84
6030660	S	Plastic Battery Box Cover	0
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6121770	O	Steel Bumper Tapered Painted Two tow points, painted same color as frame. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height: Measurement to bottom of frame at front of frame: for the 107 Aero Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	40
Cab & Equipment			
6510170	O	Vocational 109" BBC Alum Cab and Metton Hood with Stationary grille.	15
6540160	O	Thermal Insulation Package in Cab Includes thick, closed-cell foam in floor, special mylar-faced foam in walls and roof structure.	2
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	0
6917340	O	Peterbilt Premium Driver Seat	4
6927320	S	Seats Inc. Passenger Seat	0

Price Level: January 1, 2022

99% Complete

Date: February 21, 2022

Desk: City of Darien 546 SA

Quote Number: QUC-842477-Z7Z7L3

Printed On: 2/21/2022 6:25:39 AM



Sales Code	Std/ Opt	Description	Weight
6930060	O	Driver Seat Heated Includes heating elements in the lower cushion and backrest. Temperature is preset for optimum comfort and controlled by a high/low switch and an on/off switch next to the adjustment valves on the seat.	4
6930500	O	Drivers Armrest - RH Only	2
6930800	O	Black Seat Color IPO Standard Color	0
6939400	S	Air Ride Driver	0
6939420	O	High Back Driver	0
6939470	S	Vinyl Driver	0
6939510	S	Non-Air Ride Passenger	0
6939520	O	High Back Passenger	0
6939570	S	Vinyl Passenger	0
7000025	O	Steering Wheel With Multi-Function Includes Peterbilt logo on horn button , audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	4
7001520	S	Adjustable Steering Column - Til/Telescope	0
7036130	O	Interior Grey/Black - Curved Roof	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0
7230060	S	1-Piece Curved Windshield	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0
7322130	O	Cup Holder (Floor Mounted) Includes two standard-size drink holders and one extra-large jugholder, coin tray, and clipboard-size storage area.	4
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	4
7510060	O	Aero Rear View Mirror Housing, Bright Finish	3
7514010	O	Peterbilt Aero Rear View Mirror, Motorized	3

Price Level: January 1, 2022

89% Complete

Date: February 21, 2022

Desk: City of Darien 548 SA

Quote Number: QUO-842477-Z7Z7L3

Printed On: 2/21/2022 6:25:39 AM



Sales Code	Std/ Opt	Description	Weight
		Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0
7610500	S	Air Horn Mounted Under Cab	0
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	11
7725710	O	Standard Speaker Package For Cab (2) Speakers	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	0
7728050	O	USB Port	0
7743030	O	CB Antenna Mounting, Dual LH/RH Mirror	2
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	2
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	0
7852060	S	Solid Rear Day Cab Mounts	0
7901130	O	Backup Alarm (107 DB)	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.	0
8072560	O	(1) Additional Dash Switch With Wiring (1) additional dash switch with wiring. Spare 1 and 2 share 15 amp fuse, spares 3, 4, and 5 share 15 amp fuse. Availability subject to dash space.	0
8073040	O	(1) Additional Electric Over Air Switch On/off only, switch has green indicator light, air connections on frame rail under cab. One accessory solenoid bank with plug on it.	1
8111110	S	Headlights Composite Fender Mounted Integral park, turn, and side marker	0
8120980	S	(5) Marker Lights, Aero LED	0
8133450	O	(2) Brackets F/O Beacon/Strobe, Roof Mounted	4

Price List: January 1, 2022

99% Complete

Date: February 21, 2022

Deal: City of Darien 548 SA

Quote Number: QUO-842477-Z7Z7L3

Printed On: 2/21/2022 6:25:39 AM



Sales Code	Std/ Opt	Description	Weight
		(2) brackets for furnished by owner beacon / strobe lights roof mounted. Located above each door toward rear, includes switch and wiring.	
8134160	S	Self-Canceling Turn Signal	0
8140080	S	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	0
8140850	S	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	0
Paint			
8500710	S	Standard Paint Color Selection	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A- L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0
Shipping Destination			
Options Not Subject To Discount			
9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0
9408798	U	MP20-10 EXTENDED WARRANTY CREDIT	0
Miscellaneous			
9409046	O	Vocational Hood (MODEL 548)	0
9409063	O	State Registry: Illinois	0
9409843	O	Peterbilt Sourcewell Program Code	0
9481975	O	PACCAR 2021 PX-9 Protection Plan 1 5 Yrs/100K Mi (160,935 Km)	0
9481987	O	PACCAR 2021 PX-9 Aftertreatment Coverage (5/100) 5 Yrs/100K Mi (160,935 Km)	0

Promotions

Order Comments

Price Lock: January 1, 2022
Deal: City of Darien 548 SA
Printed On: 2/21/2022 6:25:38 AM

98% Complete

Date: February 21, 2022
Quote Number: QUO-842477-Z7Z7L3



Total List Price (W/O Freight & Warranty & Surcharges)	\$145,209
Marketing and Service Support Fee	\$995
Prepaid Freight	\$2,800
Total Surcharge/Options Not Subject To Discount	\$390
Total Weight	12,567

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination: NONE

Final Destinations	Quantity
P128 - Peterbilt Illinois-Joliet 535 East S. Frontage Rd Bolingbrook, Illinois 60440	1

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of RESOLUTION NO. R-35-22 — *“A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024 PETERBILT MODEL 548 CAB AND CHASIS, TO REPLACE UNIT 110, AND CHASSIS FROM JX TRUCK CENTER IN AN AMOUNT NOT TO EXCEED \$119,622”* of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on April 18, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 18th day of April, 2022.




City Clerk



April 20, 2022

JX Truck Center
Attn: Tor Larkin
535 E. South Frontage Rd
Bolingbrook IL 60440

RE: new 2024 Peterbilt Model 548 cab and chassis

Dear Tor Larkin;

Enclosed please find a certified copy of ***Resolution No. R-35-22 – “A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024 PETERBILT MODEL 548 CAB AND CHASSIS, TO REPLACE UNIT 110, FROM JX TRUCK CENTER, AN AMOUNT NOT TO EXCEED \$119,622,”*** passed by the City Council at its regular meeting on April 18, 2022.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,
CITY OF DARIEN

A handwritten signature in black ink, appearing to read "Daniel Gombac".

Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Throm, Superintendent of Municipal Services

A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY, SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2024 PETERBILT MODEL 548, IN AN AMOUNT NOT TO EXCEED \$184,501

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 acceptance of proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$184,501, 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.

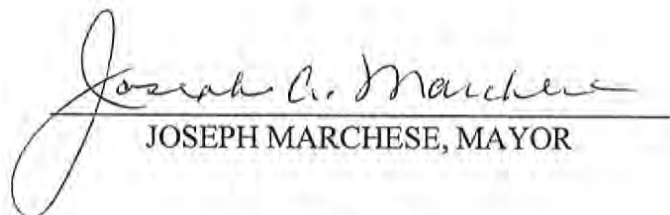
PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of April, 2022.

AYES: 6 - Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan
NAYS: 0 - NONE
ABSENT: 1 - Vaughan

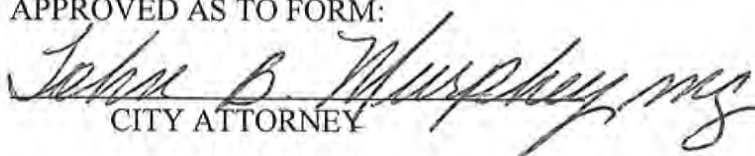
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of April, 2022.

ATTEST:


JOANNE E. RAGONA, CITY CLERK


JOSEPH MARCHESE, MAYOR

APPROVED AS TO FORM:


CITY ATTORNEY





812 Draper Avenue
Joliet, IL 60432
Sales Rep: Tom Markel
Ph: (331) 229-0744
www.MonroeTruck.com

J.O. #

Quotation ID: 48D0005580-1

Date: 3/23/2022

Valid thru: 4/22/2022

Terms: NET 30

Quoted by: Bob Drews

Ph/Fax: 815-280-4237 / 815-727-5429

Quoted to:

JX ENTERPRISES (BOLINGBROOK) (ATTN: TOR LARKIN)

1320 WALNUT RIDGE DR, STE 100

HARTLAND, WI 53029

Ph: 847-395-7222 / Fax: 847-395-7240

Email:

VILLAGE OF DARIEN, IL

Chassis Information

Year: 2023	Make: PETERBILT	Model: 548	Chassis Color:	Cab Type:
Single/Dual: DRW	CA:	CT:	Wheelbase:	Engine: DIESEL
			F.O. Number #:	Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description

Amount

MULTI-PURPOSE DUMP BODY PATROL TRUCK PACKAGE SKU # 9TRR000708

MONROE RADIUS DUMP SPREADER BODY

- 10' RDS COMBO BODY BUILT OF 304 STAINLESS STEEL
- 96" WIDE X 56" TALL
- DOUBLE ACTING TELESCOPIC HOIST WITH TRUNION MOUNT
- CLOSED LOOP
- REAR DISCHARGE
- DUAL AUGER CONVEYOR SYSTEM WITH PLANETARY DRIVER GEARBOX SYSTEM
- AIR TRIP TAILGATE
- ILLINOIS DOT 304 SS 1/2 CAB GUARD
- SELF LEVELING STAINLESS STEEL REAR SPINNER ASSEMBLY WITH POLY SPINNER DISC
- PAIR OF STAINLESS STEEL FENDERS OVER REAR WHEELS W/ RUBBER FLAPS FRONT AND REAR
- STAINLESS STEEL 16" WIDE FOLD-UP LADDER W/ BUSTIN STEPS AND EXTRA SPRING CATCH ON BOTH SIDES
- GREASE LINE KIT FOR AUGERS AND AIR TAILGATE LINKAGE
- STAINLESS STEEL TOP GRATES
- STAINLESS STEEL FLOOR COVER TO PROTECT AUGERS DURING SUMMER USE
- SPRAY BAR KIT FOR PREWET IN AUGER TROUGH
- SPILL GUARD: PIN-ON SPREADER APRON, STAINLESS STEEL
- (2) SS SPRING LOADED SHOVEL HOLDERS - ONE EACH SIDE
- RED/WHITE REFLECTIVE TAPE
- BODY UP INDICATOR PROGRAMMED INTO 5100 CONTROLLER

CUSTOM CHIPPER CAP KIT

- ALL 304 STAINLESS STEEL
- PINS ONTO RDS BODY
- CUSTOM HALF TAILGATE ALLOWS THE CHIPPED MATERIAL TO BLOW INTO THE HOPPER
- GATE WILL BE DESIGNED TO PIN INTO THE BODY IN PLACE OF THE REGULAR GATE WHEN THE CHIPPER CAP IS INSTALLED
- IN THE SUMMER, IT WILL BE DESIGNED TO OPERATE LIKE A DUMP TAILGATE AS NEEDED OR CAN BE UNPINNED AND LAID DOWN FOR USE WHEN LOADING BRUSH INTO THE BACK OF THE BODY INSTEAD OF CHIPS

PULITARP BRAND TARP ASSEMBLY

- GALVANIZED STEEL HOUSING
- ASPHALT TARP WITH SIDE FLAPS
- FULLY RETRACTABLE W/O ARMS

REAR HITCH

- 1" PINTLE PLATE WITH 3/4" D-RINGS
- PINTLE HOOK W/MOUNTING, 50TON
- 6 PRONG TRAILER PLUG
- RELOCATE U.E.M. TRAILER PLUG
- BACK UP ALARM
- ELECTRIC BRAKE CONTROLLER



Description**Amount**

- LIGHTS - WHELEN, JUSTICE SUPER LED ILL STROBE SYSTEMS, 72" LIGHT BAR
- 72" JUSTICE LED LIGHT BAR MOUNTED ON ROOF WITH LED SCENE LIGHTS
 - LED S/T/T MOUNTED IN REAR POST, PINTLE PLATE AND ON TOP OF CAB SHIELD
 - LED BACK UP LIGHT MOUNTED IN REAR CORNER POST
 - 2 AMBER AND 1 CLEAR STROBE INSTALLED OUTSIDE THE CORNER POST ON EACH SIDE
 - 2 LED SPREADER LIGHTS
 - 2-YEAR WARRANTY

PRE-WET

- (2) 120 GALLON POLY PRE-WET TANKS MOUNTED ON SIDES OF BODY
- CLOSED LOOP
- HYDRAULIC DRIVEN 7 G.P.M. PUMP
- STAINLESS STEEL MOUNTING HARDWARE
- CROSSOVER KIT
- BULK FILL AND FLUSH KIT
- SNORKEL VENTING KIT FOR TANKS
- DISCHARGED WITH SLURRY BAR IN SPREADER TROUGH

PRE-WET SYSTEM - SINGLE 120 GAL BEHIND CAB TANK

- CLOSED LOOP
- PLUMBED INTO RDS TANKS WITH DIVERTER VALVE

PLOW HITCH:

- MC7082 QUICK HITCH W/FLAT FOLD CAPABILITY
- 4" X 10" DOUBLE ACTING LIFT CYLINDER
- REINSTALL FACTORY BUMPER
- HEATED LED PLOW LIGHTS MOUNTED ON STAINLESS STEEL BRACKETS

MONROE TORSION TRIP EDGE "J" STYLE POLY REVERSIBLE PLOW**STANDARD EQUIPMENT:**

- 45" HIGH X 11' LENGTH
- (10) 1/2" ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP
- CARBIDE CUTTING EDGE W/ COVER BLADE
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- HEAVY DUTY PUSHFRAME WITH 2" MOUNTING PLATE AND 2" BOLT HOLE
- RIGHT HAND MAILBOX TRIM PER OPTIMUM DIMENSION AT FULL REVERSE ANGLE
- (2) DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- MOLDBOARD POWDER COATED ORANGE
- PUSH FRAME POWDER COATED BLACK
- MTE QUICK HITCH PLOW SIDE ATTACHMENT
- RUBBER SNOW DEFLECTOR
- FLOURESCENT ORANGE MARKERS
- CURB SHOES ON BOTH SIDES

MANUAL/ELECTRIC HYDRAULICS PACKAGE**STANDARD EQUIPMENT:**

- CLOSED LOOP FOR SPREADER AND PRE-WET
- HOIST: 4WAY/3POS, W/500 PSI A PORT RELIEF, 40 GPM
- MANUAL LOAD SENSE MID-INLET SECTION, 2500 PSI MAIN RELIEF
- PLOW LIFT: 4 WAY/3POS, 20 GPM, MANUAL
- PLOW ANGLE: 4 WAY/3POS, 20 GPM, MANUAL
- PRE-WET: 2 WAY, 7 GPM
- AUGER: 2 WAY, 14 GPM
- SPINNER: 2 WAY, 7 GPM
- 40 GALLON CAPACITY FILTER STAINLESS HYDRAULIC RESERVOIR WITH INTERNAL FILTER MOUNTED IN CRADLE BEHIND CAB ABOVE FRAME
- FILLER/BREATHER CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG,
- 60 P.S.I. CONDITION INDICATOR
- VALVE ENCLOSURE MOUNTED IN CRADLE BEHIND CAB
- STAINLESS STEEL LINES TO REAR
- STAINLESS ENCLOSURE WITH WEATHER TIGHT COVER
- MANUAL LEVER CONTROLS
- LUCHBOX SYTLE CONTROL STAND



Description

- FORCE S100FX-3F GROUND BASED SPREADER CONTROL
- SWITCH PANEL
- FORCE AMERICA WIRELESS ARC PAVEMENT MONITOR
- BLAST/PASS BUTTON MOUNTED ON PLOW LEVER
- INSTALLED

Amount**BRIGADE DASH-MOUNTED BACKUP CAMERA SYSTEM**

- (2) LOW-LIGHT CAMERAS W/ INTEGRAL SUNSHIELD & BUILT-IN MICROPHONE
- SPLIT SCREEN MONITOR W/ 7" ANTI-GLARE, COLOR SCREEN, BUILT-IN SPEAKER, CUP-IN SUNSHIELD
- WASH/DRY FOR BOTH CAMERAS

Quote Total: \$162,155.00**Additional Options:****Description****10' MONROE 4500 SERIES EXTRA HEAVY DUTY UNDERBODY SCRAPER****STANDARD EQUIPMENT:**

- 1" THICK X 20" HIGH MOLDBOARD
- 5" CENTER PIN WITH THREE 3/4" MOUNTING BOLTS
- 2 1/2" DIAMETER HINGE SHAFT
- (2) HEAVY DUTY SHOCK ABSORBERS
- (2) 3 1/2" ACTUATING CYLINDERS
- 400 PSI CUSHION VALVE
- 1" SOLID NOTCH-LESS REVERSING CIRCLE (CAN ROTATE A FULL 45 DEG.)
- 4" REVERSING CYLINDERS W/ 2" CYLINDER RODS
- CONTOURED HOLD-DOWN BLOCKS WITH 3/8" UHMV POLY WEAR PLATES
- 96" LONG SOLID SHAFT HINGE WITH 3 ANCHOR PLATES
- ALL HINGES ARE GUSSETED WITH 1/2" MATERIAL
- HANGER PLATES: 3/4" X 25.5W" X 22"H, 1.25 GAUGE
- GREASE LINE EXTENSION: 19-BANK (LUBRICATES THE TRUNNIONS)
- (2) CURB GUARDS: WRAP-AROUND
- POWDER COATED BLACK
- INSTALLED

**Amount
\$22,346.00****Add to quote?
Yes / No****8' MONROE MID-MOUNT JUNIOR PATROL WING (RIGHT SIDE)**

- 31" High Inboard, 36.5" Outboard, 3/16" Thick Moldboard
- 4" X 4" X 1/2" Bottom Angle
- 1/2" Thick One-Piece Vertical & Interlaced Designed Horizontal Ribs
- Mailbox Trim on Discharge End
- Standard 100% Welded
- Shot-Blasted & Powder-Coated Orange
- Powder-Coated Black Hardware
- Para-Glide wing post
- Wrap around curb guard
- 36" Fluorescent orange marker on discharge end
- (1) LED wing light
- (2) Wing mounted LED amber strobes
- Installed

\$17,909.00**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			
Customer Signature:			Date of Acceptance:	



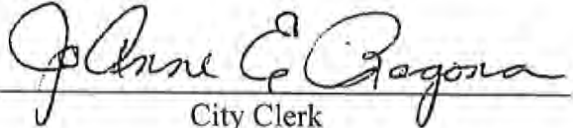
STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of RESOLUTION NO. R-36-22 — *“A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY, SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2024 PETERBILT MODEL 548, IN AN AMOUNT NOT TO EXCEED \$184,501”* of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on April 18, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 18th day of April, 2022.




City Clerk



April 20, 2022

Monroe Truck Equipment, Inc.
Attn: Tom Markel
812 Draper Ave.
Joliet, IL 60432

RE: new multi-purpose dump body patrol truck package

Dear Mr. Markel or Drews

Enclosed please find a certified copy of **Resolution No. R-36-22 – “A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY, SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2024 PETERBILT MODEL 548, IN AN AMOUNT NOT TO EXCEED \$184,501,”** passed by the City Council at its regular meeting on April 18, 2022.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,

CITY OF DARIEN

Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Thom, Superintendent of Municipal Services

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW 2024
PETERBILT MODEL 548 CAB AND CHASSIS, TO REPLACE UNIT 110, FROM JX
TRUCK CENTER, AN AMOUNT NOT TO EXCEED \$130,744.23**

**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 (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 110, from JX Truck Center, an amount not to exceed \$130,744.23, 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 2nd day of October, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 2nd day of October, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES



Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
Bolingbrook IL 60440
(630) 616-3933

PURCHASE CONTRACT

Date: Exhibit A

Quote #: DE-06010

Type: Cash

Salesperson: Tor Larkin

PO #:

Bill To: 27842

VILLAGE OF DARIEN
1041 S FRONTAGE RD
DARIEN IL 60561
P:() -

Ship To:

VILLAGE OF DARIEN
1041 S FRONTAGE RD
DARIEN, IL 60561

Stock#:

VIN:

2025 PETERBILT 548

Monroe 4BD00005580-3

Price:

\$130,257.23

\$190,201.00

Per Unit:

\$320,458.23

Total Price \$320,458.23

Documentation Fee \$300.00

Title Fee \$165.00

Plate Fee \$8.00

IL ERT Fee \$14.00

Total \$320,945.23

* TRUCK #110 UPDATED MONROE & PETERBILT PRICING &
1ST HALF 2024 BUILD ESTIMATED FROM PETERBILT.

IMPORTANT BUYER INFORMATION

1. AS IS SALE. Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.
2. TERMS AND CONDITIONS. The terms and conditions for this purchase and sale are attached.
3. NO ORAL AGREEMENTS. There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.
4. NON-CANCELLABLE. This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein. I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature

Date

Sales Representative

Manager

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions: 1. **DEFINITIONS AND RELATIONSHIP:** As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c) "Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. **PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES:** Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. **TRADE-IN REAPPRAISAL:** If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. **EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE:** Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. **TRADE-IN ALLOWANCE.** The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. **TRADE IN PAYOFF.** Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. **BUYER INDEMNITY.** Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. **BUYER DEFAULT:** Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, Dealer has the right, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered and to comply with the terms of this Order, to retain, as liquidated damages, any cash deposit made by Buyer and, may sell any trade-in and reimburse itself from the proceeds of such sale for the expenses specified in Paragraph 2 above, and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including lost profits.

9. **DESIGN CHANGES:** Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. **DELIVERY LIABILITY LIMITATION:** Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. **TAXES:** The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. **WARRANTY DISCLAIMER:** A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY. B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES,

EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER. D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection. E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. DAMAGE DISCLOSURE: A. NEW VEHICLE. DEMONSTRATOR. EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE: Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed. **B. USED VEHICLES:** Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer. Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. ODOMETER DISCLAIMER: The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. COLOR OR EQUIPMENT CHANGE: If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. OTHER DOCUMENTS: The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. SAVINGS CLAUSE. GOVERNING LAW AND VENUE: Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. ARBITRATION: Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. FINANCING. Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE. If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. SECURITY INTEREST IN TRADE-IN. By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. PROMISSORY NOTE/ADDITIONAL CHARGES. Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. SUCCESSION. This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. REBATE. If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. OTHER DOCUMENTS; CORRECTION. The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. REPOSSESSION. In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to Dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE. The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-806 of the Uniform Commercial Code.

28. LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER: Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and **BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY.** This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. NOTICE TO DEALER OF DEFECTS OR CLAIM. Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.

30. TITLE. The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. VEHICLE EMISSION LAW. Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. CONSEQUENTIAL DAMAGES. Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. ATTORNEYS FEES. In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. SEVERABILITY. Buyer and Dealer agree that if any portion of this Order is deemed unenforceable or contrary to the law, only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. WAIVER OF CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

VILLAGE OF DARIEN

Purchaser

Purchaser's Signature

Date

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF A DUMP BODY, SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2024 PETERBILT MODEL 548, IN AN AMOUNT NOT TO EXCEED \$190,201.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the acceptance of proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$190,201.00, 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 2nd day of October, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of October, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Peterbilt Illinois Joliet, Inc dba JX Truck Center

535 E. South Frontage Road
Bolingbrook IL 60440
(630) 616-3933

PURCHASE CONTRACT

Exhibit A

Date: _____

Quote #: _____ DE-06010 _____

Type: _____ Cash _____

Salesperson: _____ Tor Larkin _____

PO #: _____

Bill To: 27842
VILLAGE OF DARIEN
1041 S FRONTAGE RD
DARIEN IL 60561
P:() -

Ship To:
VILLAGE OF DARIEN
1041 S FRONTAGE RD
DARIEN, IL 60561

Stock#:	VIN:	2025 PETERBILT 548	Price:	\$130,257.23
		Monroe 4BD00005580-3		<u>\$190,201.00</u>
			Per Unit:	\$320,458.23

Total Price	\$320,458.23
Documentation Fee	\$300.00
Title Fee	\$165.00
Plate Fee	\$8.00
IL ERT Fee	\$14.00
Total	<u>\$320,945.23</u>

* ~~Truck~~ #110 UPDATED MONROE & PETERBILT Pricing to
1ST HALF 2024 BUILD ESTIMATED FROM PETERBILT.

IMPORTANT BUYER INFORMATION

1. AS IS SALE. Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.
2. TERMS AND CONDITIONS. The terms and conditions for this purchase and sale are attached.
3. NO ORAL AGREEMENTS. There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.
4. NON-CANCELLABLE. This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein. I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Purchaser's Signature

Date

Sales Representative

Manager

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions: 1. **DEFINITIONS AND RELATIONSHIP:** As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c) "Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. **PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES:** Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. **TRADE-IN REAPPRAISAL:** If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. **EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE:** Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. **TRADE-IN ALLOWANCE.** The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. **TRADE IN PAYOFF.** Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. **BUYER INDEMNITY.** Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. **BUYER DEFAULT:** Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, Dealer has the right, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered and to comply with the terms of this Order, to retain, as liquidated damages, any cash deposit made by Buyer and, may sell any trade-in and reimburse itself from the proceeds of such sale for the expenses specified in Paragraph 2 above, and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including lost profits.

9. **DESIGN CHANGES:** Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. **DELIVERY LIABILITY LIMITATION:** Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. **TAXES:** The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. **WARRANTY DISCLAIMER:** A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY. B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES,

EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER. D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection. E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. DAMAGE DISCLOSURE: A. NEW VEHICLE. DEMONSTRATOR. EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE: Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed. **B. USED VEHICLES:** Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer. Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. ODOMETER DISCLAIMER: The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. COLOR OR EQUIPMENT CHANGE: If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. OTHER DOCUMENTS: The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. SAVINGS CLAUSE. GOVERNING LAW AND VENUE: Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. ARBITRATION: Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. FINANCING. Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE. If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. SECURITY INTEREST IN TRADE-IN. By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. PROMISSORY NOTE/ADDITIONAL CHARGES. Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. SUCCESSION. This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. REBATE. If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. OTHER DOCUMENTS; CORRECTION. The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. REPOSSESSION. In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to Dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE. The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-806 of the Uniform Commercial Code.

28. LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER: Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and **BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY.** This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. NOTICE TO DEALER OF DEFECTS OR CLAIM. Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.

30. TITLE. The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. VEHICLE EMISSION LAW. Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. CONSEQUENTIAL DAMAGES. Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. ATTORNEYS FEES. In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. SEVERABILITY. Buyer and Dealer agree that if any portion of this Order is deemed unenforceable or contrary to the law, only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. WAIVER OF CLASS ACTION. TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. WAIVER OF JURY TRIAL. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

VILLAGE OF DARIEN

Purchaser

Purchaser's Signature

Date

AGENDA MEMO
City Council
October 2, 2023

ISSUE STATEMENT

A motion approving a transfer from the General Fund to the Capital Projects Fund of \$1,000,000.

BACKUP

BACKGROUND/HISTORY

Upon completion of the yearly financial audit, the Administrative/Finance Committee reviews a comparison between the FYE 4-30-23 audited numbers and the FYE 4-30-23 estimated numbers included in the FYE 4-30-24 budget. This year's review includes the attached document containing a detailed sheet on the General and Capital Projects Funds. The details sheets include the following columns:

- 1 budget line item title
- 2 the 4-30-23 original budget
- 3 the 4-30-23 audited revenues and expenditure line items
- 4 the 4-30-23 estimated actual numbers used for the FYE 4-30-24 budget
- 5 the difference between numbers 3 and 4 above

The General Fund audited fund balance exceeded the estimated balance used in the 4-30-24 budget by \$1,051, 447. The City Council previously approved the *Capital Improvements Plan Guidelines*. Section 3 of the guidelines includes the following:

- Surplus from the general fund, in excess of 3 months operating reserve, will be transferred to the capital projects fund annually

Based on these guidelines staff recommends that the City Council approve an additional FYE 24 transfer of \$1,000,000 to the Capital Projects Fund from the General Fund.

STAFF/COMMITTEE RECOMMENDATION

The staff and Administrative/Finance Committee recommends approval of a motion approving a transfer from the General Fund to the Capital Projects Fund for \$1,000,000.

ALTERNATE CONSIDERATION

As directed by council.

DECISION MODE

This item will be scheduled for the October 2, 2023, City Council meeting.

**City of Darien
Comparison of Estimated Actual
Fund Balance to Audited Fund Balance
as of 4/30/23**

Working Session Report

**General Fund
Fund Balance**

<u>Original Budget</u>	<u>Audited</u>	<u>Estimated Actual</u>	<u>Difference between Estimated Actual and Audited</u>
\$ 3,726,633	\$ 9,169,064	\$ 8,117,617	\$ 1,051,447.00

**Water Fund
Cash Balance**

<u>Original Budget</u>	<u>Audited</u>	<u>Estimated Actual</u>	<u>Difference between Estimated Actual and Audited</u>
\$ 2,517,183	\$ 3,744,260	\$ 3,357,287	\$ 386,973.00

**Motor Fuel Tax Fund
Fund Balance**

<u>Original Budget</u>	<u>Audited</u>	<u>Estimated Actual</u>	<u>Difference between Estimated Actual and Audited</u>
\$ 714,060	\$ 1,474,111	\$ 1,287,414	\$ 186,697.00

**Water Depreciation Fund
Cash Balance**

<u>Original Budget</u>	<u>Audited</u>	<u>Estimated Actual</u>	<u>Difference between Estimated Actual and Audited</u>
\$ 1,615,588	\$ 463,238	\$ 413,207	\$ 50,031.00

Capital Improvement Fund
Fund Balance

<u>Original Budget</u>		<u>Audited</u>		<u>Estimated Actual</u>		<u>Difference between Estimated Actual and Audited</u>
\$	10,079,828	\$	14,068,336	\$	13,781,052	\$ 287,284.00

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City of Darien Reconciliation		General Fund For the FYE 4/30/23		FYE 4/30/23 Original Budget	FYE 4/30/23 Audited	FYE 4/30/23 Estimated Actual	Difference		
Beginning Fund Balance				6,651,990.00	8,398,935.00	8,398,935.00	-		
Prior Period Adjustment				-	-	-	-		
Total Revenue				15,976,338.00	19,246,973.00	18,604,605.00	642,368.00		
Total Expenses				15,101,695.00	12,976,844.00	13,385,923.00	(409,079.00)		
Transfer In from Debt Fund/Sale of Equipment				-	-	-	-		
Transfer out				3,800,000.00	5,500,000.00	5,500,000.00	-		
Ending Fund Balance				3,726,633.00	9,169,064.00	8,117,617.00	1,051,447.00		
				FYE 4/30/23 Original Budget	FYE 4/30/23 Audited Revenue	FYE 4/30/23 Estimated Revenue	Difference		
Taxes									
Real Estate Taxes - Current	3110			2,300,353.00	2,304,357.00	2,302,770.00	1,587.00		
Real Estate Taxes - Prior	3111			-	-	-	-		
Road and Bridge Tax	3120			210,000.00	240,832.00	240,832.00	-		
Municipal Utility Tax	3130			1,020,676.00	1,241,867.00	1,341,478.00	(99,611.00)		
Amusement Tax	3140			107,099.00	93,399.00	69,506.00	23,893.00		
Hotel/Motel Tax	3150			73,079.00	85,597.00	87,467.00	(1,870.00)		
Auto Rental Tax	3421			-	-	-	-		
Personal Property Tax	3425			7,621.00	24,334.00	18,563.00	5,771.00		
Local Gas Tax	3151			225,431.00	222,868.00	214,367.00	8,501.00		
Food & Beverage Tax	3152			598,651.00	731,250.00	701,752.00	29,498.00		
Cannabis Use Tax	3435			29,094.00	34,655.00	36,001.00	(1,346.00)		
Total Taxes				4,572,004.00	4,979,159.00	5,012,736.00	(33,577.00)		
License, Permits, Fees									
Business Licenses	3210			30,000.00	38,306.00	35,000.00	3,306.00		
Liquor License	3212			71,725.00	78,150.00	71,725.00	6,425.00		
Contractor Licenses	3214			18,000.00	15,810.00	18,000.00	(2,190.00)		
Court Fines	3216			78,266.00	137,586.00	125,000.00	12,586.00		
Towing Fees	3217			55,041.00	81,500.00	64,500.00	17,000.00		
Ordinance Fines	3230			27,428.00	32,275.00	23,646.00	8,629.00		
Building Permits and Fees	3240			35,000.00	305,201.00	287,362.00	17,839.00		
Telecommunication Taxes	3242			273,444.00	262,608.00	273,102.00	(10,494.00)		
Cable T.V. Franchise Fee	3244			440,800.00	424,162.00	420,800.00	3,362.00		
PEG - Fees - AT&T	3245			-	6,916.00	-	6,916.00		
NICOR Franchise Fee	3246			25,000.00	47,334.00	30,000.00	17,334.00		
Public Hearing Fees	3250			2,000.00	3,605.00	4,250.00	(645.00)		
Elevator Inspections	3255			3,500.00	5,355.00	3,500.00	1,855.00		
Public Improvement Permit Fee	3260			-	-	-	-		
NSF Check Fee	3261			-	105.00	-	105.00		
Engineering/Prof Fee Reimb	3265			74,000.00	85,937.00	124,432.00	(38,495.00)		
Legal Fee Reimb.	3266			-	-	-	-		
Police Special Service	3268			99,880.00	116,433.00	93,060.00	23,373.00		
D.U.I. Technology Fines	3267			3,500.00	11,817.00	8,398.00	3,419.00		
Stormwater Management Fees	3270			-	-	-	-		
Dev. Contib./Impact	3275			-	-	-	-		
Total License, Permits, Fees				1,237,584.00	1,653,100.00	1,582,775.00	70,325.00		
Charges for Services					-				
Inspections/Tap on/Permits	3320			-	75.00	-	75.00		
Total Charges for Services				-	75.00	-	75.00		
Intergovernmental									
State Income Tax	3410			2,129,089.00	3,556,503.00	3,191,595.00	364,908.00		
Local Use Tax	3420			830,440.00	905,241.00	836,418.00	68,823.00		
Sales Taxes	3430			6,340,730.00	7,097,024.00	6,777,790.00	319,234.00		
Video Gaming Revenue	3432			242,112.00	313,989.00	306,016.00	7,973.00		
Total Intergovernmental				9,542,371.00	11,872,757.00	11,111,819.00	760,938.00		
Other Revenue									
Interest Income	3510			4,000.00	130,447.00	103,024.00	27,423.00		
Lease Interest Income	3511			-	79,063.00	-	79,063.00		
Gain/Loss on Investment	3515			-	-	-	-		
Water Share Expense	3520			250,000.00	-	250,000.00	(250,000.00)		

NSF Check Fee	3261	-	-	-	-
Police Report/Prints	3534	5,000.00	4,465.00	5,000.00	(535.00)
Impact Fee Revenue	3570	-	375.00	500.00	(125.00)
Grants	3560	-	3,959.00	3,027.00	932.00
Rents	3561	287,379.00	276,386.00	321,220.00	(44,834.00)
Reimbursement - Work Comp	3577	-	-	-	-
Other Reimbursements	3562	50,000.00	113,376.00	109,564.00	3,812.00
Reimbursement - Rear Yard	3541	-	49,647.00	49,611.00	36.00
Residential Concrete Reimb	3563	-	38,401.00	38,400.00	1.00
Maintenance - Reimbursement	3567	-	-	-	-
Mail Box Reimbursement Program	3569	-	8,012.00	-	8,012.00
Drug Seizures	3537	-	-	-	-
Drug Forfeiture Receipts	3538	-	7,521.00	-	7,521.00
E-Citation Fees	3219	-	2,466.00	-	2,466.00
Sales of Wood Chips	3572	3,000.00	3,975.00	3,610.00	365.00
Sale of Meters	3325	-	377.00	-	377.00
Miscellaneous Revenue	3580	20,000.00	19,155.00	11,562.00	7,593.00
Transfer from Other Funds	3612	-	-	-	-
Sale of Equipment	3575	5,000.00	4,257.00	1,757.00	2,500.00
Total Other Income		624,379.00	741,882.00	897,275.00	(155,393.00)
Total General Fund Revenue		15,976,338.00	19,246,973.00	18,604,605.00	642,368.00
Total Revenue per Audit		15,976,338.00	19,246,973.00	18,604,605.00	642,368.00

1	2	3	4	5
City of Darien General Fund Expenditures For the FYE 4/30/23	FYE 4/30/23 Original Budget	FYE 4/30/23 Audited Expenditures	FYE 4/30/23 Estimated Expenditures	Difference
Administrative Department				
Salaries		-	-	-
Salaries	4010	371,164.00	380,867.00	11,386.00
Overtime	4030	-	434.00	(308.00)
Total Salaries		371,164.00	381,301.00	11,078.00
Benefits				
Social Security	4110	23,012.00	22,382.00	1,938.00
Medicare	4111	5,382.00	5,235.00	453.00
I.M.R.F.	4115	37,116.00	34,342.00	4,883.00
Medical/Life Insurance	4120	72,940.00	83,496.00	(2,591.00)
State Unemployment Benefits	4050	-	-	-
Supplemental Pensions	4135	4,800.00	4,800.00	-
Total Benefits		143,250.00	150,255.00	4,683.00
Materials and Supplies				
Dues and Subscriptions	4213	1,615.00	1,248.00	2.00
Liability Insurance	4219	263,806.00	186,129.00	4,863.00
Legal Notices	4221	2,000.00	2,307.00	(107.00)
Maintenance - Building	4223	-	-	-
Maintenance - Equipment	4225	8,950.00	8,545.00	955.00
Maintenance - Vehicles	4229	-	1,645.00	(1,645.00)
Misc. Expenditures	4232	-	77.00	(77.00)
Postage/Mailings	4233	3,350.00	3,347.00	(462.00)
Printing and Forms	4235	4,500.00	2,809.00	591.00
Public Relations	4239	83,700.00	79,156.00	(1,608.00)
Rent - Equipment	4243	2,500.00	1,500.00	625.00
Supplies - Office	4253	8,000.00	7,068.00	432.00
Supplies - Other	4257	500.00	24.00	76.00
Training and Education	4263	1,500.00	-	-
Travel/Meetings	4265	550.00	298.00	(198.00)
Telephone	4267	43,000.00	25,570.00	4,430.00
Utilities (Elec,Gas,Wtr,Sewer)	4271	2,500.00	3,711.00	789.00
Vehicle (Gas and Oil)	4273	1,150.00	2,483.00	(474.00)
ESDA	4279	-	-	-
Total Materials and Supplies		427,621.00	325,917.00	8,192.00
Contractual				
Audit	4320	18,500.00	18,500.00	-
Consulting/Professional	4325	378,830.00	340,556.00	36,224.00
Conslt/Prof Reimbursable	4328	-	-	-
Contingency	4330	10,000.00	636.00	9,364.00
Janitorial Service	4345	22,300.00	20,062.00	754.00
Total Contractual		429,630.00	379,754.00	46,342.00
Other Charges				
Equipment	4815	68,500.00	30,130.00	24,870.00
Total Other Charges		68,500.00	30,130.00	24,870.00
Total Expenditures - Administrative		1,440,165.00	1,267,357.00	95,165.00
			-	
City Council Department				
Salaries				
Salaries	4010	42,750.00	42,750.00	-
Total Salaries		42,750.00	42,750.00	-

1	2	3	4	5	
City of Darien General Fund Expenditures For the FYE 4/30/23		FYE 4/30/23 Original Budget	FYE 4/30/23 Audited Expenditures	FYE 4/30/23 Estimated Expenditures	Difference
Benefits					
Social Security	4110	2,651.00	2,651.00	2,651.00	-
Medicare	4111	620.00	620.00	620.00	-
Total Benefits		3,271.00	3,271.00	3,271.00	-
Materials and Supplies					
Boards and Commissions	4205	1,500.00	739.00	800.00	61.00
Cable Operations	4206	6,000.00	5,150.00	6,000.00	850.00
Dues and Subscriptions	4213	26,440.00	26,248.00	26,440.00	192.00
Liability Insurance	4219	-	-	-	-
Printing and Forms	4235	-	-	-	-
Public Relations	4239	1,300.00	243.00	500.00	257.00
Supplies - Other	4257	-	-	-	-
Training and Education	4263	1,000.00	100.00	100.00	-
Travel/Meetings	4265	50.00	-	50.00	50.00
Total Materials and Supplies		36,290.00	32,480.00	33,890.00	1,410.00
Contractual					
Consulting/Professional	4325	3,000.00	1,149.00	1,100.00	(49.00)
Trolley Contracts	4366	600.00	135.00	175.00	40.00
Rear Yard Drainage Proj Reimburse		-	-	-	-
Total Contractual		3,600.00	1,284.00	1,275.00	(9.00)
Capital Outlay					
Equipment	4815	-	-	-	-
Total Capital Outlay		-	-	-	-
Total Expenditures - City Council		85,911.00	79,785.00	81,186.00	1,401.00
Community Development Department					
Salaries					
Salaries	4010	320,336.00	353,006.00	336,309.00	(16,697.00)
Overtime		1,000.00	32.00	1,000.00	968.00
Total Salaries		321,336.00	353,038.00	337,309.00	(15,729.00)
Benefits					
Social Security	4110	19,135.00	20,150.00	18,484.00	(1,666.00)
Medicare	4111	4,645.00	4,952.00	5,101.00	149.00
I.M.R.F.	4115	16,163.00	14,363.00	16,305.00	1,942.00
Medical/Life Insurance	4120	34,365.00	36,545.00	33,999.00	(2,546.00)
Supplemental Pensions	4135	2,400.00	2,400.00	2,400.00	-
Total Benefits		76,708.00	78,410.00	76,289.00	(2,121.00)
Materials and Supplies					
Boards and Commissions	4205	1,200.00	1,110.00	1,500.00	390.00
Dues and Subscriptions	4213	500.00	-	500.00	500.00
Liability Insurance	4219	23,000.00	13,595.00	23,000.00	9,405.00
Maintenance - Vehicles	4229	500.00	-	500.00	500.00
Miscellaneous Expenditures	4232	-	-	-	-
Printing and Forms	4235	1,215.00	302.00	1,300.00	998.00
Economic Incentive	4240	378,000.00	408,743.00	365,874.00	(42,869.00)
Supplies - Office	4253	700.00	550.00	500.00	(50.00)
Training and Education	4263	500.00	25.00	500.00	475.00
Travel/Meetings	4265	200.00	-	100.00	100.00
Vehicle (Gas and Oil)	4273	1,000.00	1,670.00	1,000.00	(670.00)
Total Materials and Supplies		406,815.00	425,995.00	394,774.00	(31,221.00)

1		2	3	4	5
City of Darien General Fund Expenditures For the FYE 4/30/23		FYE 4/30/23 Original Budget	FYE 4/30/23 Audited Expenditures	FYE 4/30/23 Estimated Expenditures	Difference
Contractual					
Bad Debt Expense	4300	-	-	-	-
Consulting/Professional	4325	80,200.00	66,575.00	105,000.00	38,425.00
Conslt/Prof Reimbursable	4328	68,000.00	59,861.00	60,000.00	139.00
Total Contractual		148,200.00	126,436.00	165,000.00	38,564.00
Capital Outlay					
Equipment	4815	-	-	-	-
Total Capital Outlay		-	-	-	-
Total Expenditures - Community Development		953,059.00	983,879.00	973,372.00	(10,507.00)
Streets Department					
Salaries					
Salaries	4010	736,235.00	684,811.00	726,407.00	41,596.00
Overtime	4030	78,000.00	94,823.00	98,000.00	3,177.00
Total Salaries		814,235.00	779,634.00	824,407.00	44,773.00
Benefits					
Social Security	4110	65,673.00	46,424.00	51,113.00	4,689.00
Medicare	4111	11,529.00	11,267.00	11,954.00	687.00
I.M.R.F.	4115	101,863.00	63,275.00	74,279.00	11,004.00
Unemployment	4050	-	-	-	-
Medical/Life Insurance	4120	158,095.00	163,512.00	152,057.00	(11,455.00)
Supplemental Pensions	4135	2,400.00	2,400.00	2,400.00	-
Total Benefits		339,560.00	286,878.00	291,803.00	4,925.00
Materials and Supplies					
Liability Insurance	4219	30,529.00	19,529.00	23,000.00	3,471.00
Maintenance - Building	4223	330,186.00	186,123.00	290,000.00	103,877.00
Maintenance - Equipment	4225	39,000.00	21,977.00	39,000.00	17,023.00
Maintenance - Vehicles	4229	75,000.00	127,128.00	130,000.00	2,872.00
Postage/Mailings	4233	750.00	447.00	750.00	303.00
Rent - Equipment	4243	47,700.00	9,896.00	39,500.00	29,604.00
Supplies - Office	4253	3,403.00	3,036.00	3,400.00	364.00
Supplies - Operations	4255	-	-	-	-
Supplies - Other	4257	196,765.00	117,484.00	130,000.00	12,516.00
Small Tools & Equipment	4259	24,800.00	24,578.00	27,650.00	3,072.00
Training and Education	4263	8,600.00	1,959.00	2,000.00	41.00
Travel	4265	-	-	-	-
Telephone	4267	-	-	-	-
Uniforms	4269	6,446.00	5,228.00	8,000.00	2,772.00
Utilities (Elec,Gas,Wtr,Sewer)	4271	12,400.00	18,955.00	15,000.00	(3,955.00)
Vehicle (Gas and Oil)	4273	57,210.00	71,303.00	85,000.00	13,697.00
Total Materials and Supplies		832,789.00	607,643.00	793,300.00	185,657.00
Contractual					
Bad Debt Expense	4300	-	-	-	-
Consulting/Professional	4325	10,750.00	6,960.00	14,000.00	7,040.00
Consulting/Professional Reimb	4328	-	-	-	-
Janitorial Service	4345	-	-	-	-
Forestry	4350	130,230.00	102,063.00	130,000.00	27,937.00
Street Light Oper & Maint.	4359	79,000.00	116,914.00	115,000.00	(1,914.00)
Residential Concrete Program	4381	-	-	38,400.00	38,400.00
Mosquito Abatement	4365	41,700.00	41,700.00	41,700.00	-

1		2	3	4	5
City of Darien General Fund Expenditures For the FYE 4/30/23		FYE 4/30/23 Original Budget	FYE 4/30/23 Audited Expenditures	FYE 4/30/23 Estimated Expenditures	Difference
Street Sweeping	4373	44,750.00	15,494.00	44,000.00	28,506.00
Drainage Projects	4374	135,500.00	167,840.00	170,783.00	2,943.00
Tree Trim/Removal	4375	240,750.00	164,745.00	240,000.00	75,255.00
Total Contractual		682,680.00	615,716.00	793,883.00	178,167.00
Capital Outlay					
Rear Yard Drain Proj-Reimb	4378	-	-	-	-
Residential Concrete Program	4381	-	38,401.00	-	(38,401.00)
Capital Improvements	4810	-	-	-	-
Equipment	4815	1,178,500.00	226,498.00	210,000.00	(16,498.00)
Debt Retire	4905	-	-	-	-
Total Capital Outlay		1,178,500.00	264,899.00	210,000.00	(54,899.00)
Total Expenditures - Streets		3,847,764.00	2,554,770.00	2,913,393.00	358,623.00
Police Department					
Salaries					
Salaries	4010	489,852.00	461,119.00	447,766.00	(13,353.00)
Salaries - Officers	4020	3,957,912.00	3,879,409.00	3,562,860.00	(316,549.00)
Overtime	4030	499,453.00	302,763.00	338,558.00	35,795.00
Total Salaries		4,947,217.00	4,643,291.00	4,349,184.00	(294,107.00)
Benefits					
Social Security	4110	30,371.00	27,643.00	28,227.00	584.00
Medicare	4111	71,735.00	65,562.00	66,847.00	1,285.00
I.M.R.F.	4115	46,570.00	39,777.00	44,512.00	4,735.00
State Unemployment Insurance	4050	-	-	-	-
Medical/Life Insurance	4120	509,458.00	485,274.00	467,611.00	(17,663.00)
Police Pension	4130	2,114,355.00	2,113,126.00	2,114,384.00	1,258.00
Supplemental Pensions	4135	44,400.00	42,029.00	43,161.00	1,132.00
Total Benefits		2,816,889.00	2,773,411.00	2,764,742.00	(8,669.00)
Materials and Supplies					
Animal Control	4201	1,500.00	915.00	1,215.00	300.00
Auxiliary Police	4203	2,000.00	310.00	1,010.00	700.00
Boards and Commissions	4205	11,250.00	9,879.00	9,003.00	(876.00)
Dues and Subscriptions	4213	2,950.00	2,099.00	2,894.00	795.00
Investigation and Equipment	4217	59,030.00	60,872.00	54,939.00	(5,933.00)
Liability Insurance	4219	93,020.00	49,458.00	58,532.00	9,074.00
Maintenance - Building	4223	-	102.00	-	(102.00)
Maintenance - Equipment	4225	23,450.00	18,166.00	20,744.00	2,578.00
Maintenance - Vehicles	4229	29,300.00	38,777.00	38,686.00	(91.00)
Postage/Mailings	4233	4,300.00	2,405.00	2,673.00	268.00
Printing and Forms	4235	1,500.00	848.00	645.00	(203.00)
Public Relations	4239	3,500.00	3,573.00	1,892.00	(1,681.00)
Rent - Equipment	4243	5,800.00	400.00	1,150.00	750.00
Supplies - Office	4253	7,000.00	5,051.00	6,247.00	1,196.00
Supplies - Other	4257	-	-	-	-
Training and Education	4263	57,540.00	35,079.00	39,122.00	4,043.00
Travel/Meetings	4265	18,500.00	5,157.00	6,901.00	1,744.00
Telephone	4267	15,500.00	12,501.00	13,090.00	589.00
Uniforms	4269	46,000.00	36,791.00	41,667.00	4,876.00
Utilities (Elec,Gas,Wtr,Sewer)	4271	8,000.00	16,776.00	16,530.00	(246.00)
Vehicle (Gas and Oil)	4273	75,000.00	116,666.00	82,395.00	(34,271.00)
Total Materials and Supplies		465,140.00	415,825.00	399,335.00	(16,490.00)

1		2	3	4	5
City of Darien General Fund Expenditures For the FYE 4/30/23		FYE 4/30/23 Original Budget	FYE 4/30/23 Audited Expenditures	FYE 4/30/23 Estimated Expenditures	Difference
Contractual					
Bad Debt Expense	4400	-	-	-	-
Consulting/Professional	4325	497,850.00	480,846.00	509,509.00	28,663.00
Contractual Services	4335	-	-	-	-
Dumeg/Fiat/Child Center	4337	27,700.00	27,680.00	27,680.00	-
Total Contractual		525,550.00	508,526.00	537,189.00	28,663.00
Capital Outlay					
Equipment	4815	20,000.00	-	5,000.00	5,000.00
Total Capital Outlay		20,000.00	-	5,000.00	363.06
Interest					
Interest	4244	-	-	-	-
Total Interest		-	-	-	-
Total Expenditures - Police		8,774,796.00	8,341,053.00	8,055,450.00	(285,603.00)
Debt Service					
Principal	4906	-	-	-	-
Total Debt Service		-	-	-	-
Reduction in expenditures for Water Share			(250,000.00)		250,000.00
Total General Fund Expenditures		15,101,695.00	13,476,844.00	13,385,923.00	409,079.00

1		2	3	4	5
City of Darien Water Fund Reconciliation For the FYE 4/30/23		FYE 4/30/23 Original Budget	FYE 4/30/23 Audited	FYE 4/30/23 Estimated Actual	Difference
Beginning Cash Balance		4,113,240.00	5,569,925.00	4,696,869.00	873,056.00
Total Revenue		7,824,503.00	7,859,912.00	7,852,122.00	7,790.00
Total Expenses		9,420,560.00	9,685,577.00	9,191,704.00	493,873.00
Ending Cash Balance		2,517,183.00	3,744,260.00	3,357,287.00	386,973.00
		FYE 4/30/23 Original Budget	FYE 4/30/23 Audited Revenue	FYE 4/30/23 Estimated Revenue	Difference
Charges for Services					
Water Sales	3310	7,816,003.00	7,658,766.00	7,738,697.00	(79,931.00)
Inspections/Tap on/Permits	3320	5,000.00	49,258.00	45,000.00	4,258.00
Front Footage Fees	3322	-	-	-	-
Sale of Meters	3325	1,000.00	6,056.00	5,725.00	331.00
Other Water Sales	3390	1,000.00	13,621.00	12,700.00	921.00
Total Charges for Services		7,823,003.00	7,727,701.00	7,802,122.00	(74,421.00)
Other Revenue					
Interest Income	3510	1,500.00	95,044.00	50,000.00	45,044.00
Other Reimbursements	3562	-	-	-	-
Misc Revenue	3580	-	37,167.00	-	37,167.00
Total Other Revenue		1,500.00	132,211.00	50,000.00	82,211.00
Total Water Fund Revenue		7,824,503.00	7,859,912.00	7,852,122.00	7,790.00
		FYE 4/30/23 Original Budget	FYE 4/30/23 Audited Expenditures	FYE 4/30/23 Estimated Expenditures	Difference
Water Department					
Salaries					
Salaries	4010	619,797.00	609,527.00	574,962.00	(34,565.00)
Overtime	4030	90,000.00	95,902.00	90,000.00	(5,902.00)
Total Salaries		709,797.00	705,429.00	664,962.00	(40,467.00)
Benefits					
Social Security	4110	44,007.00	37,977.00	40,866.00	2,889.00
Medicare	4111	10,292.00	9,175.00	9,557.00	382.00
I.M.R.F.	4115	70,980.00	69,068.00	59,388.00	(9,680.00)
Chang in I.M.R.F. Pension & OPEB	4116 & 4117	-	24,233.00	-	(24,233.00)
Medical/Life Insurance	4120	115,788.00	120,634.00	112,132.00	(8,502.00)
Supplemental Pensions	4135	2,400.00	2,400.00	2,400.00	-
Total Benefits		243,467.00	263,487.00	224,343.00	(39,144.00)
Materials and Supplies					
Liability Insurance	4219	211,720.00	150,938.00	204,000.00	53,062.00
Maintenance - Building	4223	42,553.00	26,973.00	32,000.00	5,027.00
Maintenance - Equipment	4225	17,650.00	17,286.00	30,000.00	12,714.00
Maintenance - Vehicles	4229	-	997.00	-	(997.00)
Maintenance - Water System	4231	428,125.00	375,659.00	328,125.00	(47,534.00)
Postage/Mailings	4233	1,600.00	528.00	1,600.00	1,072.00
Printing and Forms	4235	-	-	-	-
Quality Control	4241	10,850.00	10,772.00	10,850.00	78.00
Rent - Equipment	4243	-	-	-	-
Water Charge	4251	-	250,000.00	-	(250,000.00)
Supplies - Office	4253	5,600.00	5,424.00	5,500.00	76.00
Supplies - Operation	4255	-	-	-	-
Training and Education	4263	6,150.00	640.00	5,000.00	4,360.00

Telephone	4267	13,550.00	7,937.00	13,600.00	5,663.00
Uniforms	4269	3,825.00	3,987.00	3,800.00	(187.00)
Utilities (Elec,Gas,Wtr,Sewer)	4271	42,000.00	36,232.00	42,000.00	5,768.00
Vehicle (Gas and Oil)	4273	15,215.00	35,009.00	18,000.00	(17,009.00)
Total Materials and Supplies		798,838.00	922,382.00	694,475.00	(227,907.00)
Contractual					
Audit	4320	11,513.00	10,625.00	11,513.00	888.00
Consulting/Professional	4325	14,950.00	5,790.00	11,000.00	5,210.00
Leak Detection	4326	52,800.00	12,917.00	52,000.00	39,083.00
Data Processing	4336	162,837.00	160,878.00	163,000.00	2,122.00
DuPage Water Commission	4340	4,816,183.00	4,676,705.00	4,803,896.00	127,191.00
Total Contractual		5,058,283.00	4,866,915.00	5,041,409.00	174,494.00
Other Charges					
Transfer to Other Funds	4605	1,500,000.00	1,500,000.00	1,500,000.00	-
Depreciation	4620	-	552,299.00	-	(552,299.00)
Total Other Charges		1,500,000.00	2,052,299.00	1,500,000.00	(552,299.00)
Capital Outlay					
Equipment	4815	411,200.00	186,422.00	348,287.00	161,865.00
Street Reconstruction	4855	-	-	-	-
Water Meter Purchases	4880	5,000.00	4,041.00	27,000.00	22,959.00
Pumping Station	4940	-	-	-	-
Total Capital Outlay		416,200.00	190,463.00	375,287.00	184,824.00
Debt Service					
Debt Retire	4905	693,975.00	684,602.00	691,228.00	6,626.00
Debt Retire-Water Refunding	4950	-	-	-	-
Purchases	5600	-	-	-	-
Total Debt Service		693,975.00	684,602.00	691,228.00	6,626.00
Total Expenditures - Water		9,420,560.00	9,685,577.00	9,191,704.00	(493,873.00)

1	2	3	4	5	
City of Darien Water Depr Fund Reconciliation For the FYE 4/30/23		FYE 4/30/23 Original Budget	FYE 4/30/23 Audited	FYE 4/30/23 Estimated Actual	Difference
Beginning Cash Balance		3,401,588.00	2,293,154.00	2,256,707.00	36,447.00
Total Revenue		1,501,000.00	1,552,321.00	1,501,500.00	\$ 50,821.00
Total Expenses		3,287,000.00	3,382,237.00	3,345,000.00	\$ 37,237.00
Ending Cash Balance		1,615,588.00	463,238.00	413,207.00	\$ 50,031.00
		FYE 4/30/23 Original Budget	FYE 4/30/23 Audited Revenue	FYE 4/30/23 Estimated Revenue	Difference
Other Revenue					
Interest Income	3510	1,000.00	52,321.00	1,500.00	\$ 50,821.00
Gain/Loss on Investment	3515	-	-	-	\$ -
Bond Issuance	3559	-	-	-	\$ -
Capital Grant & Contributions	3560	-	-	-	\$ -
Transfer from Other Fund	3610	1,500,000.00	1,500,000.00	1,500,000.00	\$ -
Total Other Revenue		1,501,000.00	1,552,321.00	1,501,500.00	\$ 50,821.00
Total Water Depr Fund Revenue		1,501,000.00	1,552,321.00	1,501,500.00	\$ 50,821.00
		FYE 4/30/23 Original Budget	FYE 4/30/23 Audited Expenditures	FYE 4/30/23 Estimated Expenditures	Difference
Water Depreciation Expenditures					
Materials and Supplies					
Maintenance and Water System	4231	-	-	-	\$ -
Total Materials and Supplies		-	-	-	\$ -
Capital Outlay					
Capital Impro-Infra	4390	3,025,000.00	3,066,933.00	3,025,000.00	\$ (41,933.00)
Hydrant Painting	4391	-	-	-	\$ -
Transfer out	4605	-	-	-	\$ -
Capital Improvements	4810	-	-	-	\$ -
Equipment	4815	262,000.00	312,906.00	320,000.00	\$ 7,094.00
Total Capital Outlay		3,287,000.00	3,379,839.00	3,345,000.00	\$ (34,839.00)
Debt Service					
Debt Issuance Costs	4900	-	-	-	\$ -
Amortization Expense	4947	-	2,398.00	-	\$ (2,398.00)
Bond Interest Expense	4946	-	-	-	\$ -
Total Debt Service		-	2,398.00	-	\$ (2,398.00)
Total Expenditures - Water Depr.		3,287,000.00	3,382,237.00	3,345,000.00	\$ (37,237.00)

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