# <u>AGENDA</u> Municipal Services Committee May 22, 2023 6:00 P.M. – Council Chambers

- 1. Call to Order & Roll Call
- 2. Establishment of Quorum
- 3. Old Business
- 4. New Business
  - **a.** <u>Resolution</u> Approving a sign/easement agreement for the purpose of constructing a marquee sign, enhanced hardscaping, landscaping, maintenance and specified responsibility at 7702 Cass Ave (Southwest corner of Cass and Plainfield Road) PIN# 09-28-410-045.
  - **b.** <u>Ordinance</u> Approving PZC2023-02 Variation Requests (Marquee & Electronic Message Board Sign) 7702 Cass Avenue (Darien Professional Building).
  - **c.** <u>Resolution</u> Approving of a Plat of Easement as prepared by Schomig Surveyors, 7702 Cass Ave PIN# 09-28-410-045.
  - **d.** <u>Resolution</u> Waiving the competitive bid process and awarding a proposal to Belmont Digital Inc for the purchase of three (3) 38-inch x 114-inch marquee panels and required data infrastructure including, data management subscription based and structural steel supports and installation in an amount not to exceed \$51,785.
  - e. <u>Resolution</u> Waiving the competitive bid process and awarding a proposal for the professional design and installation services to the Savanah Group for suppling the required materials and the installation services as it relates to the column hardscaping, irrigation, landscaping materials and general restoration within the easement area adjacent to the marquee sign structure in an amount not to exceed \$33,184.
  - f. <u>Motion</u> Authorizing certain infrastructure improvements to be completed by the municipal Services Department in an amount not to exceed \$33,000.
  - **g.** <u>Motion</u> Recommending zoning ordinance revisions creating a mixed-use zoning district to the City Council and to forward the draft revisions to the Planning and Zoning Commission for public hearing and commission review.
  - **h.** <u>Resolution</u> Accepting a proposal from Season Comfort, Corp., for the removal and replacement of the heating, ventilation and air conditioning (HVAC) system at Darien City Hall, 1702 Plainfield Road, in amount not to exceed \$18,275.
  - i. <u>Motion</u> A contingency in the amount of \$1,500.00 for unforeseen repairs related to the removal and replacement of HVAC components.
  - j. <u>Ordinance</u> Authorizing the disposal of surplus property.
  - **k.** <u>Resolution</u> Accepting a proposal from EJ Equipment for a lease agreement of a vactor truck for hydro excavations of buffalo boxes, main line valves, fire hydrant and utility pot holes and storm sewer basin cleaning and storm sewer main line jetting at various locations throughout the City at the proposed unit price and not to exceed \$72,250.

- **I.** <u>Resolution</u> Approving the purchase of a water valve exercisor from E.H.Wachs for a total amount not to exceed \$131,250.00.
- m. <u>Motion</u> Approving the striping and tool storage bins for the water valve exercisor.
- **n.** <u>Resolution</u> Accepting the proposal of a subscription based Mini-Road Weather Information Systems sensors from Frost Solutions, LLC. in an amount not to exceed \$19,600.
- o. <u>Resolution</u> Authorizing the purchase of the following items: Coats MAXX80220 Tire Changer, Coats 15003DA Tire Balancer, Coats 800525 Wheel Lift to Balancer, Coats 113277C Light Truck Cone Kit, Coats 5610104 Pin Plate, Tiger Tool King Pin Press, from NAPA Auto Parts in an amount not to exceed \$26,685.00.
- p. <u>Motion</u> Authorizing Staff and vendors to complete specific safety tasks and landscape restoration at 1640 Royal Oak Drive-fronting Frontage Road in an amount not to exceed a total project cost of \$26,700
- q. <u>Resolution</u> Accepting a proposal from Hidden Gardens for the purchase of 45 6-foot high Green Winter Arborvitaes to be placed at 1640 Royal Oak Drive-fronting Frontage Road in an amount not to exceed \$8,325
- r. <u>Resolution</u> Accepting a proposal from Peerless Fence for the fence materials and installation of vinyl covered 3-foot high cyclone fence to protect against fall protection adjacent to Carriage Greens Golf Course, 1600 Block fronting Frontage Road in an amount not to exceed \$9,240.
- s. <u>Resolution</u> Accepting a proposal from Superior Road Striping, Inc., in an amount not to exceed \$20,000 for the 2023 Street Striping Program.
- t. <u>Resolution</u> Authorizing the purchase and deploying a web-based Permitting, Licensing and Code Enforcement Software with OpenGov in an amount not to exceed \$43,405.
- **u.** <u>Motion</u> Authorizing Staff to proceed with the Clarendon Hills Crosswalk Pedestrian Signal Project Clarendon Hills Road at Hinsdale South High School 7400 Block of Clarendon Hills Road in an amount not to exceed \$56,200.
- v. <u>Resolution</u> Accepting a proposal from TAPCO for the purchase of two (2) Pedestrian Crosswalk Signalization System for the crosswalk applications at Clarendon Hills Road at Hinsdale South High School at an amount not to exceed \$23,147.68.
- w. Minutes April 24, 2023 Municipal Services Committee
- 5. Director's Report
- 6. Next scheduled meeting June 26, 2023
- 7. Adjournment

# <u>AGENDA MEMO</u> Municipal Services Committee May 22, 2023

#### **ISSUE STATEMENT**

1. A <u>resolution</u> approving a sign/easement agreement for the purpose of constructing a marquee sign, enhanced hardscaping, landscaping, maintenance and specified responsibility at 7702 Cass Ave (Southwest corner of Cass and Plainfield Road) PIN# 09-28-410-045

#### AND

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2. An <u>ordinance</u> approving PZC2023-02 Variation Requests (Marquee & Electronic Message Board Sign) 7702 Cass Avenue (Darien Professional Building)

#### AND

3. A <u>resolution</u> approving of a Plat of Easement as prepared by Schomig Surveyors, 7702 Cass Ave PIN# 09-28-410-045

#### AND

4. A <u>resolution</u> waiving the competitive bid process and awarding a proposal to Belmont Digital Inc for the purchase of three (3) 38-inch x 114-inch marquee panels and required data infrastructure including, data management subscription based and structural steel supports and installation in an amount not to exceed \$81,635

#### AND

5. A <u>resolution</u> waiving the competitive bid process and awarding a proposal for the professional design and installation services to the Savanah Group for suppling the required materials and the installation services as it relates to the column hardscaping, irrigation, landscaping materials and general restoration within the easement area adjacent to the marquee sign structure in an amount not to exceed \$33,184

#### AND

6. A **motion** authorizing certain infrastructure improvements to be completed by the municipal Services Department in an amount not to exceed \$33,000.

#### **BACKGROUND/HISTORY**

As part of an additional enhancement to the Center of Town, City Staff was directed through a motion, on November 7, 2023 to render conceptual drawings for marquee displays and a landscape feature at the southwest corner of Cass Avenue and Plainfield Road, with a common address of 7702 Cass Avenue and as per the aerial description attached as <u>Attachment A</u> The goal of the marquee message board is to provide motorists and residents information regarding City events, meetings, seasonal information and urgent notifications. Regarding advertisement, the owners of the property have expressed interest to advertise their business. This topic was part of a negotiation

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to allow all the businesses occupying the Darien Professional Building to have the opportunity to advertise at no cost on the marquee panels. The City Council will need to further consider whether all Darien Businesses should have the opportunity to advertise and whether a cost should be associated with the advertisement. The programming and animation would be controlled through the City of Darien and outsourced to a media management vendor for display as required. The City Council had expressed to advertise at no cost to all non-for profit service organizations within the City of Darien.

The following items below further entails the multi-components that are required for the marquee displays;

1. A resolution approving a sign/easement agreement for the purpose of constructing a marquee sign, enhanced hardscaping, landscaping, maintenance and specified responsibility at 7702 Cass Ave (Southwest corner of Cass and Plainfield Road) PIN# 09-28-410-045

Attached and labeled as <u>Attachment B</u>, sign/easement agreement for the above property. The easement grants the Darien Professional Building and the City of Darien certain rights, obligations and responsibilities. Below are the key points of the land easement agreement:

- City has the right to install, maintain, repair and replace the City Panels on the top of the Sign at the City's sole cost.
- Darien Professional Building grants to the City a construction easement for purposes of bringing utilities and improvements to and around the Sign, including electric utility lines, water lines, to install landscaping, water pumps and lighting features, and other, similar improvements necessary to install and maintain the Sign improvements, except for Grantor's sign panels.
- Darien Professional Building shall contribute \$1,500 for the landscaping adjacent to the sign. City shall maintain, repair, and replace the Improvements in first class condition at all times at City's cost. All utilities to the City Panels and any water features related to the Sign shall be in City's name and shall be charged to and payable by City.
- The City Panels will be improved with changeable copy electronic message boards. The City intends to make these message boards available only to local, City of Darien-based businesses on a rotating basis. The City will allow Grantor and its tenants, occupants, and management company to have identification messages at no cost, in accordance with reasonable, equitable rotation and content-control protocols established by the City. Grantor shall not be entitled to any revenue realized by the City from its advertising activities.
- 2. An ordinance approving PZC2023-02 Variation Requests (Marquee & Electronic Message Board Sign) 7702 Cass Avenue (Darien Professional Building)

Given the proposed sign detail, location, and its electronic messaging component, a series of

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variations is required for the sign. See full agenda memo presented to the Planning and Zoning Commission on April 19, 2023, labeled as <u>Attachment C</u>. The minutes from the PZC are included and labeled as <u>Attachment D</u>. The following is a list of variation requests associated with the sign and each specific code section:

• <u>Sections 4-3-7(A)(11), 4-3-7(C)(4), and 4-3-10(B)</u>: General Sign Regulations, Illumination of Signs, and Permitted Signs in Business Districts

Variation requests to allow for the construction/installation of a marquee sign containing electronic messaging panels and to permit illuminated signage with changing light intensity, brightness, and color.

• <u>Section 4-3-7(E)</u>: Placement of Signs on Lots Variation request to place a sign and its foundation at a zero (0) foot setback from property line (i.e. right-of-way). The code requires a setback of four (4) feet minimum.

#### • <u>Section 4-3-7(F)</u>: Placement of Signs on Corner Lots

Variation request to place a sign within the triangular area formed. The triangular area is measured from the point of two (2) intersecting streets to start, then along their right-of-way lines at a distance of twenty-five (25) feet to create the other triangular points. For this case, the triangular area is formed from the intersection of Plainfield Road/Cass Avenue.

#### • <u>Section 4-3-10(B)(3)</u>: Area of Permitted Ground Sign

Variation request to allow 90.2 square feet of sign area per side. The code permits a maximum of 60 square feet of sign area per side for ground signs. The proposed sign has three (3) sides with 90.2 square feet (60 regular sign face; 30.2 electronic messaging display) on each side.

The Planning and Zoning Commission reviewed the case and recommended approval 7-2.

# 3. Approval of a Plat of Easement as prepared by Schomig Surveyors, 7702 Cass Ave PIN# 09-28-410-045

Attached and labeled as <u>Attachment E</u> is the Plat of Easement required for the City construct and maintain a specific area as defined within the marquee panel easement toagreement. Upon execution of the Mylar the plat will be recorded by the DuPage County Clerk's office.

4. A resolution waiving the competitive bid process and awarding a proposal to Belmont Digital Inc for the purchase of three (3) 38-inch x 114-inch marquee panels and required data infrastructure including data management in an amount not to exceed \$81,635.

Attached and labeled as <u>Attachment F</u>, is a proposal from Belmont Digital for the following:

Three (3)-9.45 feet x 3.15 feet high display panels with cabinet enclosures

Installation and setup for the panels and connectivity

Monthly Service for 4G/5G-Reoccuring monthly cost at \$100/month

Managed Services-Content driven by the City of Darien-Reoccurring Annual cost of \$4,200

Steel Fabrication and Foundations

Design-The design cost in the amount of \$2,150 has been authorized and includes structural engineering and final architectural renderings. Belmont Digital, Cynosure Signs, Darien Professional Building representative, Peter Giadla, The Savanna Group and the City have been engaged in preparing the various components to design the signage and the landscaping into a cohesive design build project.

5. A resolution waiving the competitive bid process and awarding a proposal for the professional design services to the Savanah Group for suppling the required materials and the installation services as it relates to the column hardscaping, irrigation, landscaping materials and general restoration within the easement area adjacent to the marquee sign structure in an amount not to exceed \$33,184

The Savanah Group has been engaged with the concept and design of the landscape features since November, 2022. Tim Caldwell, President of the Savanah Group, is a landscape design architect and has been working with the Darien Professional Building owner's representative and City Staff with the concept designs, hardscaping and landscaping. Savanah Group has completed the completed the landscape treatment fronting the northwest corner of Cass and Plainfield Rd, Dunkin Donuts. The scope of work includes the following:

Modular Stone Wall

Pier Columns x 3

Ornamental Grasses various varieties

Red Blooming Spirea

Vinca Groundcover

Topsoil and Mulch

Outcropping-Large Stone

Irrigation System

\*Installation of Low-Profile Water Fall features on 2 Columns

Low Voltage Lighting System

\*The City Council had requested Staff to provide an option to consider this item. The cost of the water fall feature is approximately \$1,500.

6. A motion authorizing certain infrastructure improvements to be completed by the municipal Services Department in an amount not to exceed \$33,000.

Staff will be installing a water service for the irrigation system. Staff has also identified that there is a 6-inch watermain in proximity of the sign location. Since the watermain is constructed of a cast iron material, Staff will replace the watermain with a ductile-iron pipe. Additionally, a storm sewer structure has been identified that appears to be abandoned. The structure will be removed and an exploratory excavation will be conducted to identify any 4-6 inch drainage pipes that may need to be relocated. An additional 12-inch drainage pipe will be installed along the southern quadrant of the existing depression to convey storm water to the south; this will allow the area to have a level grade for the purpose of landscaping. All materials to be utilized have been City Council approved through competitive quotes for the FY23/24. See <u>Attachment G</u>.

ACCOUNT	ACCOUNT	FY 23/24	PROPOSED	
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE	BALANCE
	Capital - Marquee Sign			
25-35-4390	Plainfield Rd & Cass Ave	\$160,000.00	N/A	N/A
	Plat of Easement Schomig			
25-35-4390	Land Surveyors	\$160,000.00	\$1,400.00	\$158,600.00
25-35-4390	Belmont Digital	\$158,600.00	\$81,635.00	\$76,965.00
			*** *** ***	
25-35-4390	Landscape Hardscape	\$76,965.00	\$33,184.00	\$43,781.00
25-35-4390	Infrastructure	\$43,781.00	\$33,000.00	\$10,781.00
Total			\$149,219.00	\$10,781.00
	Darien Professional			
Reimbursement	Building Landscaping	\$10,781.00	\$1,500.00	\$12,281.00

The proposed expenditure would be expended from the following account:

\*In regards to annual costs the following will be reoccurring costs:

Outsourcing for content creation and management it would be \$350-\$400 per month \$4,200-\$4,800

Utilities \$200

Landscape Maintenance \$4,000

Re-occurring annual expense are estimated at \$5,400

#### **STAFF RECOMMENDATION**

Approval of,

1. A resolution approving a sign/easement agreement for the purpose of constructing a marquee sign, enhanced hardscaping, landscaping, maintenance and specified responsibility at 7702 Cass Ave (Southwest corner of Cass and Plainfield Road) PIN# 09-28-410-045

AND

#### 7702 Cass Ave Pg 6

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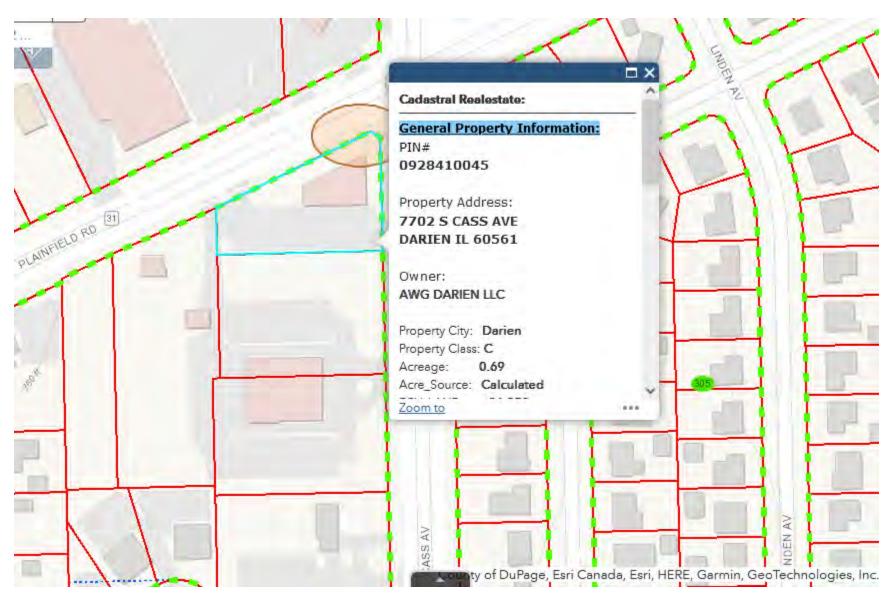
# **ALTERNATE CONSIDERATION**

As directed by the Committee.

# **DECISION MODE**

This item will be placed on the June 5, 2023, City Council agenda for formal consideration.











Front-Final



Left-Final



Left-Final-measurements





Right-final

In succession

# MEMO

#### SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (the "Easement Agreement") is made and entered into as of this \_\_\_\_\_ day of May, 2023 (the "Effective Date"), between AWG Darien, L.L.C., an Illinois limited liability company ("Grantor") and The City of Darien, an Illinois municipal corporation ("City"), whose mailing address is 1702 Plainfield Road, Darien, Illinois 60561.

#### **RECITALS:**

A. Grantor is the fee simple title owner of property located at the intersection of Cass Avenue and Plainfield Road, legally described as follows:

Lot 2 in Dallner's Assessment Plat, being an Assessment Plat in the East 1/2 of the Southeast 1/4 of Section 28, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 14, 1952 as Document 651673, excepting therefrom the Northwesterly 50 feet dedicated by Document R81-30556, and excepting therefrom that part conveyed by Document R88-93008, described as beginning at the intersection of the East line of said Lot 2 with a line 50.00 feet Southeasterly from and parallel to the Northwesterly 16.17 feet, more or less, to a point on the aforesaid East line of Lot 2 which is 15.00 feet Southerly from the point of beginning; thence Northerly along said East line 1 5.00 feet to the point of beginning, in DuPage County, Illinois.

Address: 7702 S. Cass Ave., Darien, IL PIN: 09-28-410-045

(the "Subject Property")

- B. Grantor is in the process of replacing the existing monument sign on the Subject Property with a new marquee sign containing sign panels (the "Sign"); the Sign will be located in the area depicted on Exhibit A attached to this Agreement (the "Easement Area").
- C. Grantor wishes to grant to the City an easement for purposes of (i) installing and maintaining professionally manufactured marquee signage panels at the top position (the "City Panels"); and (ii) entering onto the Subject Property to perform the City's maintenance obligations under this Easement Agreement. The City Panels will be capable of conveying messages in electronic form.
- D. The parties now desire to enter into this Easement Agreement providing the following essential elements: (i) Grantor will authorize the City to erect the City Panels on the top of the Sign; (ii) the City

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will engage in certain maintenance and related activities in connection with this activity; and (iii) the City will install and maintain landscaping and utility improvements into and around the Sign, including power and water, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Easement Agreement, the sufficiency of which is hereby acknowledged, Grantor and City hereby agree as follows:

- 1. Recitals A through D set forth above are incorporated as if fully set forth herein.
- 2. Grantor hereby conveys to City, and City hereby accepts from Grantor, the right to install, maintain, repair and replace the City Panels on the top of the Sign at the City's sole cost. City shall have the right to install, maintain, repair, and replace the City Panels at City's sole cost. City shall be obligated to maintain the Sign in good condition and repair. The transfer and easement rights granted hereunder are personal to the City, and City shall not license, assign or sublet these rights to any other party without the consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion.
- 3. Grantor hereby grants to City a construction easement for purposes of bringing utilities and improvements to and around the Sign, including electric utility lines, water lines, to install landscaping, water pumps and lighting features, and other, similar improvements necessary to install and maintain the Sign improvements (except for Grantor's sign panels) and City Panels in first class condition (the Sign improvements, City Panels and related improvements are herein collectively referred to as the "Improvements").
- 4. City shall install the Improvements at City's sole cost, except that upon the completion of the landscaping surrounding the Sign, Grantor shall pay City the sum of \$1,500. City shall maintain, repair, and replace the Improvements in first class condition at all times at City's cost. All utilities to the City Panels and any water features related to the Sign shall be in City's name and shall be charged to and payable by City on a timely basis. City may hire third party vendor(s) to complete its obligations set forth in this Section 4; however, City shall remain primarily obligated and Grantor may look solely to City to fulfill City's obligations hereunder. Any third party acting by, through, or under City, including any vendor, shall be obligated to provide the insurance set forth in Section 6 below to Grantor prior to and as a condition of any entry onto the Property.
- 5. The City Panels will be improved with changeable copy electronic message boards. The City intends to make these message boards available only to local, City of Darien-based businesses on a rotating basis. The City will allow Grantor and its tenants, occupants, and management company to have identification messages at no cost, in accordance with reasonable, equitable rotation and content-control protocols established by the City. Grantor shall not be entitled to any revenue realized by the City from its advertising activities.
- 6. City shall maintain replacement cost insurance relative to the Sign. City shall at all times maintain commercial general liability coverage (or the equivalent self-insurance through the City's self-insurance intergovernmental agreement agency) relative to its activities related to this Easement Agreement in the minimum amount of \$1,000,000 bodily injury and property damage combined single limit per occurrence, \$2,000,000 in the aggregate. City shall provide a certificate of insurance

evidencing such coverage to Grantor upon request. Grantor and any lender of Grantor shall be named as an additional insured on the insurance policies required to be maintained by City hereunder.

- 7. City shall indemnify, defend, and hold Grantor harmless from and against personal injury and property damage, as well as contractual liability, related to City's activities under, and arising out of, City's rights and activities under this Easement Agreement. All work performed by City shall be performed in a first class, good, and workmanlike manner, free of all liens or encumbrances of any kind.
- 8. City shall have no right to enter upon the Property, or to use the Easement Area or the Sign in any manner except as specifically set forth in this Easement Agreement, and no implied easement or license shall be granted or inferred. City will perform all work in such a manner so as to not unduly disrupt the operation of the businesses located on the Property, and will not "cone off" or block in any manner the access drive for vehicular traffic while the business is open to the public. City hereby agrees that after any entry upon the Property for any reason, it will restore the affected area of the Property to the same or better condition as it was before City began any work, and will remove all of its equipment, tools, trash and debris from the Property. City shall not stage or store any equipment, tools, vehicles, debris, or any other personal property on the Property. City shall be solely responsible for the costs to repair any damage to the Property caused by City's entry upon the Property for any reason.
- 9. The easement rights granted hereunder shall be non-exclusive. Grantor shall have all other rights in and to the Property not inconsistent with City's right to the safe and efficient operation and maintenance of the Improvements, including rights for (a) ingress and egress, (b) parking, (b) landscaping (c) lighting, (e) placement of sidewalks, water meters, backflow preventers, fire hydrants and fire suppression systems (f) general greenspace, (g) construction, maintenance and travel over roads and streets across the Property.
- 10. If City shall no longer wish to make use of the Sign, or shall not use, or shall vacate or abandon the Sign for a period in excess of six (6) months, Grantor shall have the right to terminate this Easement Agreement, whereupon City shall be obligated to restore the electric connection to Grantor.
- 11. Grantor and City shall have all rights at law and equity with respect to the rights and obligations of the parties under this Easement Agreement. In addition, if City shall fail to fulfill its obligations set forth in this Easement Agreement for a period in excess of ten (10) days following written notice, Grantor shall have the right to perform such obligations, and City shall reimburse Grantor for the actual costs incurred plus a 10% administrative charge. If any litigation shall arise between the parties, the party substantially prevailing in such litigation shall be entitled to recover its attorney fees and costs form the non-prevailing party.

**GRANTOR:** 

AWG Darien\_L.L.C beede

Name: R. Peter Giadla Title: Manager

CITY:

The City of Darien

By:\_\_\_\_ Name: Title:

State of Illinois		)
	2	) SS
County of DuPage		)

The undersigned, a notary public in and for the above county and state, certifies that <u>R.Poter 6. a.l.a.</u> known to me to be the same person whose name is subscribed as principals to the foregoing instrument, appeared before me in person and acknowledged by signing and delivering the instrument as a free and voluntary act, for the uses and purposes therein set forth, and certify to the correctness of such signatures.

Dated: May 1, 2023		
Notary Public: My commission expires:	og_10- 2	OFFICIAL SEAL JENNIFER OVERMANN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 2/10/2026
State of Illinois	) ) SS	
County of DuPage	)	
known to me to be the s appeared before me in p	same person whose name person and acknowledged	ove county and state, certifies that
Dated: May, 2023		

Notary Public:\_\_\_\_\_

My commission expires:\_\_\_\_\_

#### Exhibit A

#### Easement Area

#### [Plat of Easement to be provided and attached prior to recording]

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		SCHON	IIG L	AND	SURV	<b>EYOR</b>	S, LT	D.	
	PLAT OF	MARQUEE				DSCAPE	MAINT	ENANCE	E F
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PROPERTY	PIN 09-28-410-045-0000 Y MANAGER/AUTHORIZED REPR CERTIFICATE	ESENTATIVE							
STATE OF ILLINOIS ) COUNTY OF DU PAGE) <sup>SS.</sup>	7702 CASS AVENUE, DARIEN, ILLINOIS 60561								
	AGER AND AUTHORIZED REPRESENT E THE PROPERTY DESCRIBED AS:	TATIVE OF AWG DARIEN LLC.	-A-	LEGEND = att / comm ed	FLAG/PAINT MARK				
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#### AGENDA MEMO PLANNING AND ZONING COMMISSION APRIL 19, 2023

CASE PZC2023-02

MEMO

Variation Requests (Marquee & Electronic Message Board Sign) 7702 Cass Avenue (Darien Professional Building)

#### **ISSUE STATEMENT**

Petitioner (City of Darien) seeks approval for variation requests from the City's Sign Code. The petition specifically requests to allow for the construction/installation of electronic messaging displays (i.e. LED marquee signs) to be incorporated with a freestanding ground-mount sign. See memo attachments. The displays will be utilized for showing messages for City of Darien organizations and advertising for all business tenants located within the Darien Professional Building. Property is located within the B-1 Neighborhood Convenience Shopping District and the variation requests are from the following standards in the Sign Code:

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	-	Section 4-3-7(A)(11)	General Sign Regulations
	-	Section 4-3-7(C)(4)	Illumination of Signs
	-	Section 4-3-7(E)	Placement of Signs on Lots
	-	Section 4-3-7(F)	Placement of Signs on Corner Lots
	-	Section 4-3-10(B)	Permitted Signs in Business Districts

- Section 4-3-10(B)(3) Area of Permitted Ground Sign

Petitioner:	City of Darien
Property Owner:	AWG Darien LLC c/o Peter Giadla
Property Location:	7702 Cass Avenue
PIN Number:	09-28-410-045
Existing Zoning:	Neighborhood Convenience Shopping District (B-1)
Existing Land Use:	Office Building
Comprehensive Plan:	Office (Existing); Office (Future)
Surrounding Zoning & Uses	
North:	Community Shopping Center Business District (B-2); Shopping Center
East:	Single-Family Residence District (R-2); Single Family Residential
South:	Multi-Family Residence District (R-3); Funeral Home
West:	Multi-Family Residence District (R-3); Funeral Home & Residential
History:	The property was developed in accordance with the King Planned Unit Development (PUD) that was approved in 1981 as a special use for an office building.
Size of Property:	0.69 Acres
Floodplain:	According to the DuPage County Parcel Viewer System, there is no floodplain on the subject site.
Natural Features:	N/A
Transportation:	The petition site gains access from Plainfield Road and Cass Avenue, both DuPage County roadways.

#### **DOCUMENTS ATTACHED TO MEMO**

- 1) APPLICATION
- 2) SITE PLAN & EASEMENT DETAIL
- 3) SIGN RENDERING
- 4) SITE PHOTO
- 5) LOCATION MAP & AERIAL IMAGE

#### PLANNING OVERVIEW/DISCUSSION

The subject property is located at the southwest corner of Plainfield Road and Cass Avenue. The property was developed under the King Planned Unit Development (PUD) in the 1980s and currently contains an office building with a parking lot. A longstanding monument sign that served the property was destroyed in 2022 due to an automobile accident.

On November 7, 2022, the City Council passed a motion directing City staff to negotiate sign, easement, landscape, and maintenance agreements with the property owner for a new marquee sign to replace the prior one. The initiative is part of additional enhancement efforts to the center of town. With this proposal, the new sign will maintain regular sign face advertising tenants within the office building while adding electronic messaging panels to the top of the sign. The City will own and maintain the electronic panels. The agreement between the property owner and City allows for electronic messages for City of Darien organizations and advertising for all business tenants located within the Darien Professional Building at no additional cost. The display sequencing for all information will be based on a rotational basis. Note that the property owner shall have no entitlement to any revenue derived by the City by virtue of the advertising activities. The main objective behind the electronic panels is to provide motorists and residents information regarding City events, meetings, seasonal information, and urgent notifications. The media content will be approved by the City of Darien for display through a third party digital data management firm.

Given the proposed sign detail, location, and its electronic messaging component, a series of variations is required for the sign. Note that the City of Darien is the petitioner. The following is a list of variation requests associated with the sign and each specific code section:

Sections 4-3-7(A)(11), 4-3-7(C)(4), and 4-3-10(B): General Sign Regulations,

#### Illumination of Signs, and Permitted Signs in Business Districts

Variation requests to allow for the construction/installation of a marquee sign containing electronic messaging panels and to permit illuminated signage with changing light intensity, brightness, and color.

# - <u>Section 4-3-7(E)</u>: Placement of Signs on Lots

Variation request to place a sign and its foundation at a zero (0) foot setback from property line (i.e. right-of-way). The code requires a setback of four (4) feet minimum.

#### - <u>Section 4-3-7(F)</u>: Placement of Signs on Corner Lots

Variation request to place a sign within the triangular area formed. The triangular area is measured from the point of two (2) intersecting streets to start, then along their right-of-way lines at a distance of twenty-five (25) feet to create the other triangular points. For this case, the triangular area is formed from the intersection of Plainfield Road/Cass Avenue.

#### - <u>Section 4-3-10(B)(3)</u>: Area of Permitted Ground Sign

Variation request to allow 90.2 square feet of sign area per side. The code permits a maximum of 60 square feet of sign area per side for ground signs. The proposed sign has three (3) sides with 90.2 square feet (60 regular sign face; 30.2 electronic messaging display) on each side.

Per Section 4-3-18 of the Sign Code, the Planning and Zoning Commission shall consider the following in reviewing a sign variation. Comments by staff are included as follows:

- 1. <u>The available locations for adequate signage on the property.</u> Comment: There are no alternate locations more adequate on the property to provide tenant signage and electronic messaging containing City information for public notification purposes.
- 2. <u>The effect of the proposed sign on pedestrian and motor traffic.</u> *Comment: City staff sees no impact.*
- 3. <u>The cost to the applicant in complying with the Sign Code as opposed to the detriment, if any, to the public from granting the variation.</u> Comment: The City engaged with the property owner with consideration to criteria above, and the area is considered the center of town, meaning optimal for visibility but requiring variations.
- 4. <u>If undue hardships and practical difficulties result in complying with the Sign Code</u> <u>and if these hardships are a result of previous actions of the applicant.</u> Comment: The LED displays, overall size, and the sign location is required for optimal tenant advertising and readability by the public, but requires variations. No prior action by the applicant resulted in these variation requests.
- 5. <u>The general intent of the Sign Code.</u> Comment: See below.

Section 4-3-2 of the Sign Code provides the general intent of the code. It is adopted for the following purposes:

- 1. To promote and protect the public health, safety, comfort, morals, convenience, and general welfare of the residents of the City.
- 2. To enhance the physical appearance of the City by preserving the scenic and natural beauty of the area.
- 3. To promote the safety and recreational value of public travel.
- 4. To protect the public investment in streets and highways by reducing sign or advertising distractions that may increase traffic accidents.
- 5. To ensure compatibility of signs with surrounding land uses.
- 6. To enhance the economy of the City by promoting the reasonable, orderly, and effective display of outdoor advertising.
- 7. To protect the pedestrians and motorists within the City from damage or injury caused by distractions, obstructions, and hazards created by a proliferation of off-site advertising signs.
- 8. To prevent the proliferation of off-site advertising signs which distract from the

#### AGENDA MEMO PZC2023-02

development of the City in an aesthetically pleasing manner.

9. To preserve the character of the City which is a single-family residential community by assuring the compatibility of signs with the surrounding land uses.

In past approvals for illuminated electronic message boards, the City mandated conditions of approval. Several conditions are listed below that are proposed for this case and for consideration by the Planning and Zoning Commission:

- 1. Messages will be held for at least 30 seconds.
- 2. Messages will change all at once.
- 3. Messages may display multiple colors.
- 4. Illumination will maintain a constant light intensity or brightness.
- 5. Illumination brightness will comply with the Sign Code.
- 6. The electronic message board portion of the sign is limited to 30.2 square feet per side.
- 7. The encroachment into public right-of-way (Cass Avenue) shown by the site plan/easement detail will be removed during sign installation.

#### **Other/Historical Approval References**

-	PZC2014-02	Height:	12'
	Chuck's Southern Comforts Café	Size:	81 Square Feet
	8025 Cass Avenue	Setback:	0'
-	PZC2018-09	Height:	23.33'
	The Auto-Mobile Center of Darien	Size:	200 Square Feet (50 EMS)
	6710 Route 83	Setback:	~8'
-	PZC2020-09	Height:	6'
	University Dermatology	Size:	36 Square Feet (20 EMS)
	8110 Cass Avenue	Setback:	4'
-	PZC2022-02	Height:	12'
	First American Bank	Size:	58.6 Square Feet (28 EMS)
	2013 75 <sup>TH</sup> Street	Setback:	4'

#### **DECISION MODE**

The Planning and Zoning Commission will consider this item at its meeting on April 19, 2023.

#### **MEETING SCHEDULE**

Planning and Zoning Commission	April 19, 2023
Municipal Services Committee	April 24, 2023
City Council	May 1, 2023

#### MINUTES CITY OF DARIEN PLANNING & ZONING COMMISSION MEETING Wednesday, April 19, 2023

PRESENT: Lou Mallers – Chairperson, Robert Erickson, Bryan Gay, Shari Gillespie, Hilda Gonzalez, Chris Green, Chris Jackson, Julie Kasprowicz, Ralph Stompanato

ABSENT: None

OTHERS: Jordan Yanke - City Planner; Dan Gombac - Director of Municipal Services

Chairperson Lou Mallers called the meeting to order at 7:00 p.m. at the Darien City Hall, Council Chambers, 1702 Plainfield Road, Darien, Illinois. Chairperson Mallers declared a quorum present and swore in the audience members wishing to present public testimony.

# Regular Meeting - New Business

Public Hearing – PZC2023-02 – PAGE 5 7702 Cass Avenue – Variations a. Petitioner (City of Darien) seeks approval for variation requests from the City's Sign Code. The petition specifically requests to allow for the construction/installation of electronic messaging displays (i.e., LED marguee signs) to be incorporated with a freestanding ground-mount sign. The displays will be utilized for showing messages for City of Darien organizations and advertising for all business tenants located within the Darien Professional Building. Property is located within the B-1 Neighborhood Convenience Shopping District and the variation requests are from the following standards in the Sign Code: - Section 4-3-7(A)(11) General Sign Regulations - Section 4-3-7(C)(4) Illumination of Signs - Section 4-3-7(E) Placement of Signs on Lots - Section 4-3-7(F) Placement of Signs on Corner Lots - Section 4-3-10(B) Permitted Signs in Business Districts - Section 4-3-10(B)(3) Area of Permitted Ground Sign.

Mr. Jordan Yanke, City Planner reported that the subject property is located at the southwest corner of Plainfield Road and Cass Avenue with a longstanding monument sign that served the property and was destroyed in 2022 due to an automobile accident.

Mr. Yanke reported that the City Council passed a motion directing City staff to negotiate sign, easement, landscape, and maintenance agreements with the property owner for a new marquee sign to replace the prior one and is part of additional enhancement efforts to the center of town. He reported that the new sign will maintain regular sign face advertising tenants within the office building while adding electronic messaging panels to the top of the sign. He further reported that the City will own and maintain the electronic panels and that the agreement between the property owner and City will allow for electronic messages for City of Darien organizations and advertising for all business tenants located within the Darien Professional Building at no additional cost.

Mr. Yanke reported that the display sequencing for all information will be based on a rotational basis and that the property owner shall have no entitlement to any revenue derived by the City by virtue of the advertising activities. He reported that the main objective behind the electronic panels is to provide motorists and residents information regarding City events, meetings, seasonal information, and urgent notifications. He further reported that the media content will be approved by the City of Darien for display through a third-party digital data management firm.

Mr. Yanke reported that given the proposed sign detail, location, and its electronic messaging component, a series of variations is required for the sign. He reported on the variation requests associated with the sign and each specific code section.

Mr. Dan Gombac, petitioner, City of Darien stated that this is a unique proposition allowing the City to advertise events, nonprofit organizations, and meetings as well as emergency alerts, etc. and for the businesses in the building to advertise. He stated that the City will have total control and that the City Council may consider Darien businesses in the future.

Mr. Gombac provided an overview of the sign dimensions and stated that there will be modular pillars 12 feet high and sized to optimal viewing with landscaping and a water feature and a designated shut off.

Mr. Gombac stated that they are proposing 30 seconds for the north bound and south bound traffic to see the message on Cass. He stated that they are not selling anything but providing information.

Mr. Yanke reported that previously approved signs have a 60 second messaging, but 30 seconds is proposed.

Commissioner Shari Gillespie stated that the sign has too much going on with the marquee at the top and the businesses at the bottom and that it is very distracting.

Mr. Gombac stated that the sign is at the directive of the City Council and that it is needed as most residents do not read Direct Connect and the newsletters.

Commissioner Julie Kasprowicz stated that the sign looks the same and questioned the brick color and landscaping.

Mr. Gombac stated that the landscaping will be enhanced and that the brick will be power washed.

Commissioner Gillespie questioned if the signage could be all white and not so many colors.

Commissioner Chris Jackson questioned the dimensions of the sign replacement. He stated that with the columns it is going to be 3 feet taller and that he is concerned with visibility. Commissioner Jackson also questioned the location and why not the Darien Historical Society which is center of town.

Mr. Gombac stated that the footprint is the same because of the existing base. He stated that there is a zero-foot setback to cover the wall and sign and the sign will be enclosed with a nice frame. He further stated that staff looked at other locations and that there were issues with private property, curb cuts, etc. Mr. Gombac stated that this was an opportunity and that the corner is becoming the center of town.

Commissioner Kasprowicz stated that she wished the center of town was more modern. She stated that the City is updating a sign that already looks old.

Mr. Gombac stated that the owners have a budget and that they are putting in some of their own funds. He stated that the tenants do not want to pay anything.

There was some discussion on the overall sign look. Some Commissioners expressed that the water feature was overkill.

Mr. Gombac stated that the goal is to blend it all and that it will be attractive.

Ms. Robin Kelly, stated that she was a business owner in the building. She stated that the businesses have been without a sign for a long time and that they are eagerly and anxiously waiting. Ms. Kelly stated that they are struggling because new clients cannot find them.

Mr. Gombac informed Ms. Kelly that temporary banners can be done until the sign is complete.

At 7:42 p.m. Chairperson Mallers closed the public hearing.

Commissioner Chris Green questioned the illumination of signs and if the City is considering an ordinance. He stated that he would like to see the light intensity, brightness and timing standardized.

Mr. Gombac stated that the City Council prefers to review each case separately and that the State has guidelines for lighting that need to be followed.

There was discussion regarding the sign messaging. Commissioner Kasprowicz suggested lower content during the off time with a message "Welcome to Darien" or "Drive Safely".

Commissioner Bryan Gay stated that this sign is not as negative as the last proposed sign and that he was in favor of the City controlling it. He stated that there is a lot happening on the lot line and that there needs to be some consistency with sign lettering and coloring and that he would like to see a lot of landscaping and a sign that Darien is proud of.

Commissioner Jackson stated that he is concerned over the variances and that he feels it is an incomplete idea and thought. He stated that he would prefer a bigger and wider sign elsewhere and that this location is not the best City center location.

Commissioner Hilda Gonzalez stated that Darien needs more signs and that the suggestions should be considered in the final decisions.

There was some discussion on eliminating the water feature. Mr. Gombac stated that the water feature would tie in with the other corner and that the feature is a minimal expense.

Chairperson Mallers stated that the sign is much better than what is there. He asked the Commission for recommendations and conditions.

Mr. Gombac stated that the list of conditions is related to aesthetics and is only a recommendation and that the City Council makes the final decision.

There was no one else in the audience wishing to present public comment.

Commissioner Green made a motion, and it was seconded by Commissioner Stompanato to approve Public Hearing – PZC2023-02 – PAGE 5 7702 Cass Avenue - Variations Petitioner (City of Darien) seeks approval for variation requests from the City's Sign Code. The petition specifically requests to allow for the construction/installation of electronic messaging displays (i.e., LED marquee signs) to be incorporated with a freestanding ground-mount sign. The displays will be utilized for showing messages for City of Darien organizations and advertising for all business tenants located within the Darien Professional Building. Property is located within the B-1 Neighborhood Convenience Shopping District and the variation requests are from the following standards in the Sign Code: - Section 4-3-7(A)(11) General Sign Regulations - Section 4-3-7(C)(4) Illumination of Signs -Section 4-3-7(E) Placement of Signs on Lots - Section 4-3-7(F) Placement of Signs on Corner Lots - Section 4-3-10(B) Permitted Signs in Business Districts - Section 4-3-10(B)(3) Area of Permitted Ground Sign with the following conditions:

- 1. Messages will be held for at least 30 seconds.
- 2. Messages will change all at once for all sign faces.
- 3. Messages may display multiple colors.
- 4. Illumination will maintain a constant light intensity or brightness.
- 5. Illumination brightness will comply with the Sign Code.
- 6. The electronic message board portion of the sign is limited to 30.2 square feet per side.
- 7. The encroachment into public right-of-way (Cass Avenue) shown by the site plan/easement detail will be removed during sign installation.

Upon roll call vote the MOTION CARRIED 7-2. Commissioner Gay and Jackson voted nay.

# Staff Updates & Correspondence

There were no staff updates or correspondence.

# Approval of Minutes

Commissioner Erickson made a motion, and it was seconded by Commissioner Gillespie to approve the March 15, 2023, Regular Meeting Minutes.

Upon voice vote, THE MOTION CARRIED 9-0.

#### <u>Next Meeting</u>

Mr. Yanke announced that the next meeting is scheduled for May 3, 2023, at 7:00 p.m.

#### Public Comments (On any topic related to Planning and Zoning)

There was no one in the audience wishing to present public comment.

#### <u>Adjournment</u>

With no further business before the Commission, Commissioner Gay made a motion, and it was seconded by Commissioner Kasprowicz.

Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 8:28 p.m.

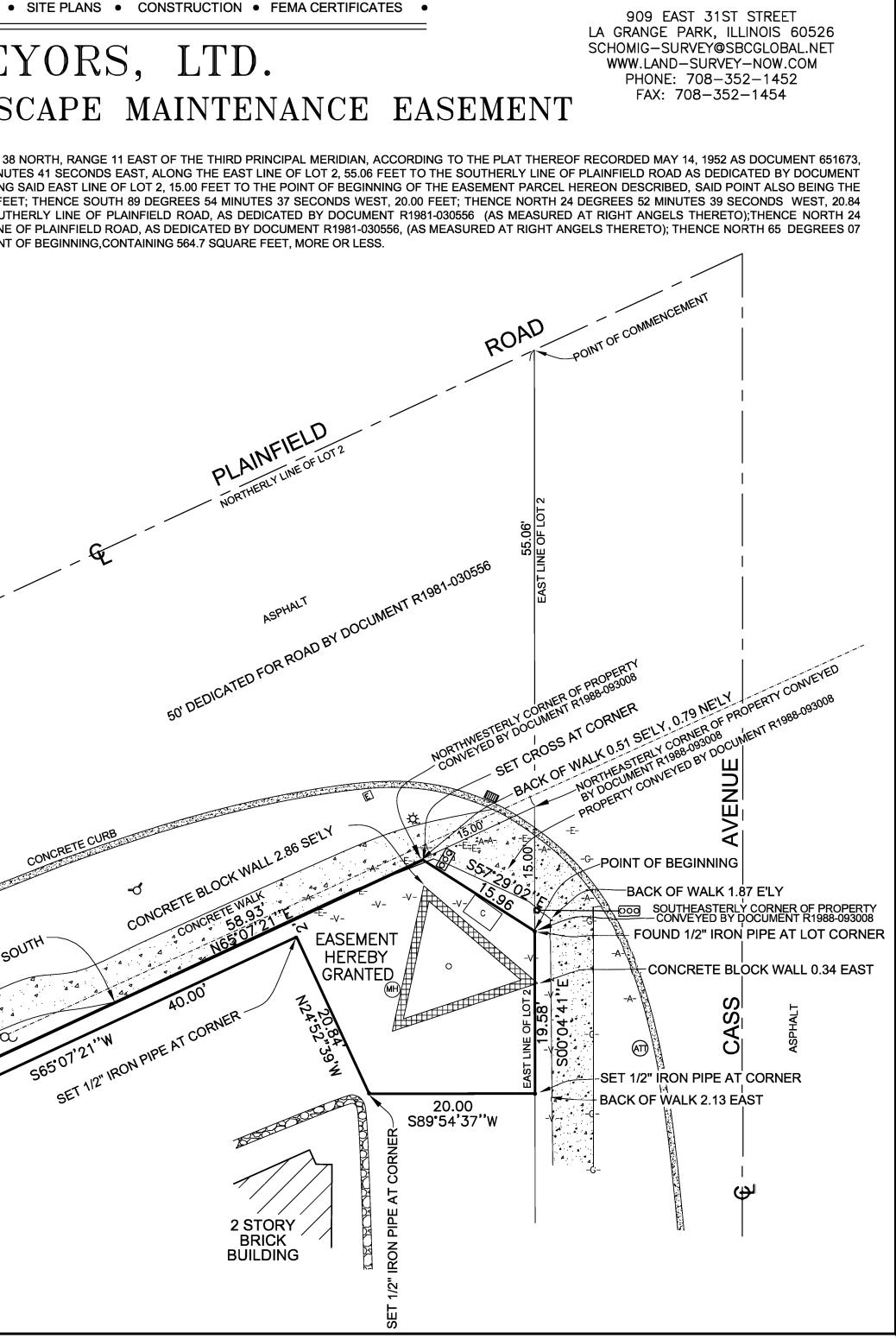
#### RESPECTFULLY SUBMITTED:

APPROVED:

Elizabeth Lahey Secretary Lou Mallers Chairperson

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Attachment F Belmont Digital Series 4 Outdoor LED Display

Belmont Digital LLC 2300 Wisconsin Avenue STE 314 Downers Grove, Illinois 60515 United States

> 3123992757 belmont.digital

BILL TO City of Darien Dan Gombac 1710 Plainfield Rd Darien, Illinois 60561 United States dgombac@darienil.gov		Estimate Number: Estimate Date: Expires On: Grand Total (USD):	Sided_LED- RoadSign_29 April 14, 2023 May 31, 2023
Product/Service	Quantity	Pric	e Amount
<ul> <li>LED Display Screen</li> <li>Belmont Digital Series 4 Outdoor LED Display Solution - P2</li> <li>9.45ft W x 3.15ft H 3x1 Cabinet Configuration</li> <li>960x960mm Cabinet Size</li> <li>Aluminum Cabinet Frame</li> <li>-IP67 Certified</li> <li>-231.5lb Total Weight</li> <li>-Rear Service Cabinet Design</li> <li>-Novastar Single Window Processing Unit</li> <li>Includes Intel NUC Small Form Computing Unit for BDS Player</li> <li>-Intel 11th Gen i3 Processor</li> <li>-8GB DDR4 Memory</li> <li>-512GB Server Grade NVMe Solid State Drive</li> <li>-Windows 10 x64 Professional</li> <li>Includes (7) Year Factory Warranty</li> <li>Includes integrated 4G/5G connectivity via AT&amp;T</li> </ul>	3	\$14,695.0	0 \$44,085.00



#### Belmont Digital LLC

2300 Wisconsin Avenue STE 314 Downers Grove, Illinois 60515 United States

> 3123992757 belmont.digital

Product/Service	Quantity	Price	Amount
Installation Labor Installation and configuration labor for Belmont Digital Series 4 LED Video Panels - P2	1	\$2,250.00	\$2,250.00
9.45ft W x 3.15ft H 3x1 Cabinet Configuration			
Includes mounting of panels to existing structure, power cabling, data cabling, installation and configuration of Novastar processor and Intel NUC unit with BDS Platform access.			
Does NOT include structural costs, high voltage power or conduit.			
Includes training of BDS platform to client's staff.			
Managed Services Monthly service fee for 4G/5G access and BDS platform.	1	\$1,200.00	\$1,200.00
-Includes lifetime updates and unlimited data.			
Billed annually.			
Managed Services Content management of BDS platform for City of Darien	1	\$4,200.00	\$4,200.00
Belmont Digital will manage and operate all content for the planned (3) sided display according to the City of Darien's requests. Includes assisting and management of clients who are leasing ad space on the sign.			
Billed annually.			



#### Belmont Digital LLC

2300 Wisconsin Avenue STE 314 Downers Grove, Illinois 60515 United States

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Product/Service	Quantity	Price	Amount
<b>Design</b> Conceptional 3D design of proposed 3-sided road sign for the City of Darien utilizing conceptional hand drawings.	1	\$2,150.00	\$2,150.00
Includes 3D SketchUp design, structural, power and data designs.			
Will be provided to City of Darien for approval prior to construction.			
Any additional design revisions will be billed at \$75/hr.			
<b>Design</b> Steel structural design services for City of Darien 3- way road sign.	1	\$2,750.00	\$2,750.00
<b>Structure</b> Steel structure engineering, manufacturing, and installation for City of Darien 3-way road sign.	1	\$25,000.00	\$25,000.00
Price includes structural engineering, custom steel fabrication incorporating Belmont Digital Outdoor Series LED video wall panels per the provided design renders.			
Includes steel works, front facing lettering façade, foundation and installation.			
Provided as a place holder estimate. Final number to be provided after engineering drawing sign off.			
		Total:	\$81,635.00
		Grand Total (USD):	\$81,635.00



JOB LOCATION	QUANTITY	UNIT	7702 C	ass Avenue-Marc	uee Panels-l ACTUAL UNITS	nfrastructure FINAL COST	AWARDED VENDOR
12-INCH PIPE SDR26 16-INCH PIPE SDR26 CMP	75	LINEAL FT	\$ 32.25 \$ 61.20	\$ 2,418.75 \$ -	-	\$ - \$ -	
CMP 12-INCH CULVERT METAL PIPE 15-INCH CULVERT METAL PIPE	0	LINEAL FT LINEAL FT	\$ 14.23 \$ 19.13	s - s -	-	s - s -	
18-INCH CULVERT METAL PIPE 24-INCH CULVERT METAL PIPE 42-INCH CULVERT METAL PIPE	0	LINEAL FT LINEAL FT LINEAL FT	\$ 22.76 \$ 23.45 \$ 61.56	s - s -		<u>s -</u> s -	
12-INCH BAND CMP 15-INCH BAND CMP	0	EACH EACH	\$ 26.50 \$ 35.50	s - s -	-	\$ - \$ -	
18-INCH BAND CMP 24-INCH BAND CMP 42-INCH BAND CMP	0	EACH EACH EACH	\$ 42.50 \$ 56.00 \$ 114.50	s - s -		<u>s -</u> s -	
12-INCH FES 15-INCH FES	2	EACH EACH	\$ 73.50 \$ 93.50	\$ 147.00 \$ -	-	\$ - \$ -	
18-INCH FES HDPE 4-INCH HDPE PIPE WITH SOCK N12	50	EACH LINEAL FT	\$ 121.50 \$ 1.92	\$ - \$ 96.00	-	s - s -	
6-INCH HDPE PIPE WITH SOCK N12 6-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 4.78 \$ 8.70	s - s -		s - s -	
12-INCH HDPE PIPE WITH SOCK N12 12-INCH HDPE 12-INCH HDPE	0	LINEAL FT LINEAL FT LINEAL FT	\$ 7.90 \$ 10.90 \$ 15.00	s - s - s -		<u>s -</u> s - <u>s -</u>	
15-INCH HDPE 18-INCH HDPE	0	LINEAL FT	\$ 26.01 \$ 46.22	s - s -	-	\$ -	
24-INCH HDPE 24-INCH HDPE 36-INCH HDPE	0	LINEAL FT LINEAL FT LINEAL FT	\$ 15.50 \$ 25.00 \$ 46.22	s - s -	-	<u> </u>	
12-INCH BAND HDPE 15-INCH BAND HDPE	0	EACH	\$ 15.50 \$ 25.00	s - s -	-	<u>s</u>	
24-INCH BAND HDPE 12-INCH HDPE FES 15-INCH HDPE FES	0	EACH EACH EACH	\$ 61.50 \$ 242.50 \$ 242.50	s - s -	-	s - s -	
GARDEN INLETS 12x12 GARDEN INLETS 2 HOLES 14 JA GUNDEN INLETS 2 HOLES	0	EACH	\$ 34.00	s		~ ~	
12x12 GARDEN INLETS 2 HOLES CONNECTORS 4-INCH CONNECTORS 6-INCH	0	EACH EACH EACH	\$ 53.00 \$ 5.50 \$ 7.00	5 5 5			
GARDEN INLET AVERAGE COST IRON STRUCTURES	2	EACH	\$ 99.50	\$ 199.00		<u>s</u> -	
BEEHIVE GRATE EAST JORDAN 6527 EJ 7000 WITH M112 CURB FRAME ROLL TYPE NAPERVILLE STYLE	0	EACH EACH	\$ 209.40 \$ 490.10	s -	_	<u>s -</u> s -	
MANHOLE STRUCTURES CUSTOM	0	EACH	\$ 10,000.00	s -			
2 X 18 INLET 2 X 24 INLET	0	EACH EACH	\$ 163.00 \$ 151.20	s - s -	-	\$ - \$ -	
2 X 30 INLET 2 X 36 INLET RINGS	0	EACH EACH EACH	\$ 204.40 \$ 204.40 \$ 38.00	s - s 408.80 s -		<u>s -</u> s -	
CONCRETE FLATWORK	1	EACH	\$ 2,500.00 \$ 29.00	\$ 2,500.00		-	
SIDEWALK	0	SQ FT	\$ 8.25	s -	-		
APRONS APRONS TOTAL LENGTH (FT)=	0	SQ FT	\$ 4.50	s - s -	-	<u>\$ -</u> \$ -	
WIDTH (FT)= AREA (SY)= SEALER	0	SQ FT	\$ 4.50	s -	-	\$ - \$ -	
ASPHALT BITUMINOUS APRON/STREET CROSSING-SURFACE	0	SQ YD	\$ 50.50	s -		<del>s -</del>	
TOTAL LENGTH (FT)= WIDTH (FT)= AREA (SY)=	0				- - -	<mark>\$ -</mark> \$ - \$	
TOP SOIL-MATERIAL TOTAL LENGTH (FT)= WIDTH (FT)= AREA (CY)=	1 20 6 1	CUBIC YARD	\$ 16.00	\$ 16.00	-	\$ - \$ - \$ -	
TOP SOIL-MATERIAL TOTAL LENGTH (FT)= WIDTH (FT)= AREA (CY)=	0 0 0	CUBIC YARD	\$ 16.00	s -		<u>\$</u> - <u>\$</u> - \$-	
TOP SOIL-INSTALLED TOTAL LENGTH (FT)= WIDTH (FT)=	1 20 6	CUBIC YARD	\$ 40.00	\$ 40.00		<u>s</u> - <u>s</u> - s-	
AREA (CY)= TOP SOIL-INSTALLED TOTAL LENGTH (FT)=	1 0 0	CUBIC YARD	\$ 40.00	s -		s - s - s -	
WIDTH (FT)= AREA (CY)= SOD-INSTALLED	0 0 33 50	SQUARE YARD	\$ 11.00	\$ 363.00		<u>s -</u> <u>s -</u> s -	
TOTAL LENGTH (FT)= WIDTH (FT)= AREA (SF)= SOD-INSTALLED	6 300 0	SQUARE YARD	\$ 11.00	s -	-	s - s - s -	
TOTAL LENGTH (FT)= WIDTH (FT)= AREA (SF)=	0 0 0				-	<mark>\$ -</mark> \$ - \$ -	
STONE GRADE 8-CA-6 TOTAL LENGTH (FT)= WIDTH (FT)= AREA (SY)=	0 0 0 0 0 0	TON	\$ 15.65	\$ -	-	s - s - s -	
STONE GRADE CA-7 SAND TOTAL LENGTH (FT)= WIDTH (FT)=	18.975 100 3	TON	\$ 21.50	\$ 407.96	-	\$ - \$ - \$ -	
AREA (SY)= STONE GRADE CA-7 TOTAL LENGTH (FT)=	33 0 0	TON	\$ 21.05	s -	-	s - s -	
WIDTH (FT)= AREA (SY)= ANALYTICAL TESTING	0	LUMP SUM	\$ 20.00	\$ 20.00	-	\$ - \$ -	
DUMP FEES TOTAL LENGTH (FT)= WIDTH (FT)=	1 100 2	PER SITE	\$ 87.30	\$ 87.30	-	\$ - \$ -	
AREA (CY)= DUMP FEES TOTAL LENGTH (FT)=	13 0 0	PER SITE	\$ 87.30	s -	-	s - s - s -	
WIDTH (FT)= AREA (CY)= DUMP FEES-SOD CONTAMINATED SPOILS	0	PER LOAD	\$ 200.00	s		<u>s</u> - s -	
TOTAL LENGTH (FT)= WIDTH (FT)= AREA (CY)=	0 0 0				-	s - s - s -	
TRUCKING TRUCKING TREE REMOVAL	0	PER LOAD PER LOAD LUMP SUM	\$ 115.00 \$ 115.00 \$ 7,500.00	\$ 115.00 <b>S -</b> <b>S -</b>	-	s - s -	
TREE REMOVAL TRAFFIC CONTROL WATERMAIN AND FITTINGS		LUMP SUM LUMP SUM LUMP SUM	\$ 7,500.00 \$ 2,500.00 \$ 2,000.00	\$ 2,500.00 \$ 6,500.00	-		
COPPER SERVICE AND COPPER FITTINGS RPZ	1	LUMP SUM	\$ 2,500.00	\$ 2,500.00 \$ 18,318.81		\$ - \$	
SUB-TOTAL COST MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER		EACH	10% of Subtotal	<u>s</u> -	-	\$ - #REF!	
QUALITY STORM SEWER EPA REG SUB-TOTAL COST REAR YARD SUB-TOTAL COST REAR YARD	10.00%	EACH	10% of Subtotal	s - \$ 18,318.81 \$ -		#REF! #REF! #REF!	
EXCAVATION-GRADING	5.00	PER HR	\$ 500.00	\$ 2,500.00		\$ - \$ -	
REMOVAL 4-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	-	LINEAL FOOT	\$ 14.00	s -	-	ş -	
6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	-	LINEAL FOOT	\$ 25.00 \$ 30.00	s - s -		s - s -	
12-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE STRUCTURE REMOVAL		LINEAL FOOT	\$ 35.00 \$ 100.00	s - s -		<u>s -</u> s -	
4-INCH CORRUGATED PIPE-INSTALLATION 6-INCH CORRUGATED PIPE-INSTALLATION 6-INCH CORRUGATED PIPE-INSTALLATION	-	LINEAL FOOT LINEAL FOOT LINEAL FOOT	\$ 14.00 \$ 30.00 \$ 30.00	s - s -	-	s - s - s -	
12-INCH PIPE-INSTALLATION CONTRACT STRUCTURE INSTALL		LINEAL FOOT EACH	\$ 35.00 \$ 300.00	s - s -		<u>s -</u> s -	
INSTALL 12X12 INLET BOXES OUTSOURCE COST OUTSOURCE COST	-	EACH	\$ 35.00	s - s -	-	s -	
SUB TOTAL COST				\$ 20,818.81 \$ -		s - s -	
CONTINGENCY CONTINGENCY MODUL AR BLOCK FOUNDATION (PLACE HOLDER)	10% 5%	LUMP SUM	0.00%	\$ 2,081.88 \$ - \$ 10,000.00	-	s - s -	
MODULAR BLOCK FOUNDATION-(PLACE HOLDER)	1	LUMP SUM	\$ 10,000.00	\$ 10,000.00 \$ 32,900.69		#REF!	

Attachment G

MEMO

#### A RESOLUTION APPROVING A SIGN/EASEMENT AGREEMENT FOR THE PURPOSE OF CONSTRUCTING A MARQUEE SIGN, ENHANCED HARDSCAPING, LANDSCAPING, MAINTENANCE AND SPECIFIED RESPONSIBILITY AT 7702 CASS AVE (SOUTHWEST CORNER OF CASS AND PLAINFIELD ROAD) PIN# 09-28-410-045

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 approve a sign/easement agreement for the purpose of constructing a marquee sign, enhanced hardscaping, landscaping, maintenance and specified responsibility at 7702 Cass Ave (Southwest corner of Cass and Plainfield Road) PIN# 09-28-410-045, a copy of which is attached here to 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 5<sup>th</sup> day of June, 2023.

AYES:	
NAYS:	
ABSENT:	

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of June, 20203

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

#### SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (the "Easement Agreement") is made and entered into as of this \_\_\_\_\_ day of May, 2023 (the "Effective Date"), between AWG Darien, L.L.C., an Illinois limited liability company ("Grantor") and The City of Darien, an Illinois municipal corporation ("City"), whose mailing address is 1702 Plainfield Road, Darien, Illinois 60561.

#### RECITALS:

A. Grantor is the fee simple title owner of property located at the intersection of Cass Avenue and Plainfield Road, legally described as follows:

Lot 2 in Dallner's Assessment Plat, being an Assessment Plat in the East 1/2 of the Southeast 1/4 of Section 28, Township 38 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 14, 1952 as Document 651673, excepting therefrom the Northwesterly 50 feet dedicated by Document R81-30556, and excepting therefrom that part conveyed by Document R88-93008, described as beginning at the intersection of the East line of said Lot 2 with a line 50.00 feet Southeasterly from and parallel to the Northwesterly 16.17 feet, more or less, to a point on the aforesaid East line of Lot 2 which is 15.00 feet Southerly from the point of beginning; thence Northerly along said East line 1 5.00 feet to the point of beginning, in DuPage County, Illinois.

Address: 7702 S. Cass Ave., Darien, IL PIN: 09-28-410-045

(the "Subject Property")

- B. Grantor is in the process of replacing the existing monument sign on the Subject Property with a new marquee sign containing sign panels (the "Sign"); the Sign will be located in the area depicted on Exhibit A attached to this Agreement (the "Easement Area").
- C. Grantor wishes to grant to the City an easement for purposes of (i) installing and maintaining professionally manufactured marquee signage panels at the top position (the "City Panels"); and (ii) entering onto the Subject Property to perform the City's maintenance obligations under this Easement Agreement. The City Panels will be capable of conveying messages in electronic form.
- D. The parties now desire to enter into this Easement Agreement providing the following essential elements: (i) Grantor will authorize the City to erect the City Panels on the top of the Sign; (ii) the City

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will engage in certain maintenance and related activities in connection with this activity; and (iii) the City will install and maintain landscaping and utility improvements into and around the Sign, including power and water, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth in this Easement Agreement, the sufficiency of which is hereby acknowledged, Grantor and City hereby agree as follows:

- 1. Recitals A through D set forth above are incorporated as if fully set forth herein.
- 2. Grantor hereby conveys to City, and City hereby accepts from Grantor, the right to install, maintain, repair and replace the City Panels on the top of the Sign at the City's sole cost. City shall have the right to install, maintain, repair, and replace the City Panels at City's sole cost. City shall be obligated to maintain the Sign in good condition and repair. The transfer and easement rights granted hereunder are personal to the City, and City shall not license, assign or sublet these rights to any other party without the consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion.
- 3. Grantor hereby grants to City a construction easement for purposes of bringing utilities and improvements to and around the Sign, including electric utility lines, water lines, to install landscaping, water pumps and lighting features, and other, similar improvements necessary to install and maintain the Sign improvements (except for Grantor's sign panels) and City Panels in first class condition (the Sign improvements, City Panels and related improvements are herein collectively referred to as the "Improvements").
- 4. City shall install the Improvements at City's sole cost, except that upon the completion of the landscaping surrounding the Sign, Grantor shall pay City the sum of \$1,500. City shall maintain, repair, and replace the Improvements in first class condition at all times at City's cost. All utilities to the City Panels and any water features related to the Sign shall be in City's name and shall be charged to and payable by City on a timely basis. City may hire third party vendor(s) to complete its obligations set forth in this Section 4; however, City shall remain primarily obligated and Grantor may look solely to City to fulfill City's obligations hereunder. Any third party acting by, through, or under City, including any vendor, shall be obligated to provide the insurance set forth in Section 6 below to Grantor prior to and as a condition of any entry onto the Property.
- 5. The City Panels will be improved with changeable copy electronic message boards. The City intends to make these message boards available only to local, City of Darien-based businesses on a rotating basis. The City will allow Grantor and its tenants, occupants, and management company to have identification messages at no cost, in accordance with reasonable, equitable rotation and content-control protocols established by the City. Grantor shall not be entitled to any revenue realized by the City from its advertising activities.
- 6. City shall maintain replacement cost insurance relative to the Sign. City shall at all times maintain commercial general liability coverage (or the equivalent self-insurance through the City's self-insurance intergovernmental agreement agency) relative to its activities related to this Easement Agreement in the minimum amount of \$1,000,000 bodily injury and property damage combined single limit per occurrence, \$2,000,000 in the aggregate. City shall provide a certificate of insurance

evidencing such coverage to Grantor upon request. Grantor and any lender of Grantor shall be named as an additional insured on the insurance policies required to be maintained by City hereunder.

- 7. City shall indemnify, defend, and hold Grantor harmless from and against personal injury and property damage, as well as contractual liability, related to City's activities under, and arising out of, City's rights and activities under this Easement Agreement. All work performed by City shall be performed in a first class, good, and workmanlike manner, free of all liens or encumbrances of any kind.
- 8. City shall have no right to enter upon the Property, or to use the Easement Area or the Sign in any manner except as specifically set forth in this Easement Agreement, and no implied easement or license shall be granted or inferred. City will perform all work in such a manner so as to not unduly disrupt the operation of the businesses located on the Property, and will not "cone off" or block in any manner the access drive for vehicular traffic while the business is open to the public. City hereby agrees that after any entry upon the Property for any reason, it will restore the affected area of the Property to the same or better condition as it was before City began any work, and will remove all of its equipment, tools, trash and debris from the Property. City shall not stage or store any equipment, tools, vehicles, debris, or any other personal property on the Property. City shall be solely responsible for the costs to repair any damage to the Property caused by City's entry upon the Property for any reason.
- 9. The easement rights granted hereunder shall be non-exclusive. Grantor shall have all other rights in and to the Property not inconsistent with City's right to the safe and efficient operation and maintenance of the Improvements, including rights for (a) ingress and egress, (b) parking, (b) landscaping (c) lighting, (e) placement of sidewalks, water meters, backflow preventers, fire hydrants and fire suppression systems (f) general greenspace, (g) construction, maintenance and travel over roads and streets across the Property.
- 10. If City shall no longer wish to make use of the Sign, or shall not use, or shall vacate or abandon the Sign for a period in excess of six (6) months, Grantor shall have the right to terminate this Easement Agreement, whereupon City shall be obligated to restore the electric connection to Grantor.
- 11. Grantor and City shall have all rights at law and equity with respect to the rights and obligations of the parties under this Easement Agreement. In addition, if City shall fail to fulfill its obligations set forth in this Easement Agreement for a period in excess of ten (10) days following written notice, Grantor shall have the right to perform such obligations, and City shall reimburse Grantor for the actual costs incurred plus a 10% administrative charge. If any litigation shall arise between the parties, the party substantially prevailing in such litigation shall be entitled to recover its attorney fees and costs form the non-prevailing party.

**GRANTOR:** 

AWG Darien\_L.L.C beede

Name: R. Peter Giadla Title: Manager

CITY:

The City of Darien

By:\_\_\_\_ Name: Title:

State of Illinois		)
	1	) SS
County of DuPage		)

The undersigned, a notary public in and for the above county and state, certifies that <u>R.Poter 6. a.l.a.</u> known to me to be the same person whose name is subscribed as principals to the foregoing instrument, appeared before me in person and acknowledged by signing and delivering the instrument as a free and voluntary act, for the uses and purposes therein set forth, and certify to the correctness of such signatures.

Dated: May 1, 2023		
Notary Public: My commission expires:	og_10- 2	OFFICIAL SEAL JENNIFER OVERMANN NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 2/10/2026
State of Illinois	) ) SS	
County of DuPage	)	
known to me to be the s appeared before me in p	same person whose name person and acknowledged	ove county and state, certifies that
Dated: May, 2023		

Notary Public:\_\_\_\_\_

My commission expires:\_\_\_\_\_

#### Exhibit A

#### Easement Area

# [Plat of Easement to be provided and attached prior to recording]

42

2000	• BC	UNDARY • TOPOGRAPHIC	AL • SUBDIVISION	NS • ALTA/ACSI		JMS • SITE PLANS		DN • FEMA CERTIFI	CATES
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909 EAST 31ST STREET LA GRANGE PARK, ILLINOIS 60526 SCHOMIG-SURVEY@SBCGLOBAL.NET YORS, LTD. WWW.LAND-SURVEY-NOW.COM PHONE: 708-352-1452 FAX: 708-352-1454 SCAPE MAINTENANCE EASEMENT 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT 651673, UTES 41 SECONDS EAST, ALONG THE EAST LINE OF LOT 2, 55.06 FEET TO THE SOUTHERLY LINE OF PLAINFIELD ROAD AS DEDICATED BY DOCUMENT IG SAID EAST LINE OF LOT 2, 15.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT PARCEL HEREON DESCRIBED, SAID POINT ALSO BEING THE EET; THENCE SOUTH 89 DEGREES 54 MINUTES 37 SECONDS WEST, 20.00 FEET; THENCE NORTH 24 DEGREES 52 MINUTES 39 SECONDS WEST, 20.84 JTHERLY LINE OF PLAINFIELD ROAD, AS DEDICATED BY DOCUMENT R1981-030556 (AS MEASURED AT RIGHT ANGELS THERETO); THENCE NORTH 24 IE OF PLAINFIELD ROAD, AS DEDICATED BY DOCUMENT R1981-030556, (AS MEASURED AT RIGHT ANGELS THERETO); THENCE NORTH 65 DEGREES 07 IT OF BEGINNING, CONTAINING 564.7 SQUARE FEET, MORE OR LESS. POINT OF COMMENCEMENT ROAD PLAINFIELD NORTHERLY LINE OF LOT 2 55.06' LINE OF LOT 50' DEDICATED FOR ROAD BY DOCUMENT R1981-030556 WILL U.21 JELY U.79 NELY PROPERTY CONVEYED ORTHEASTERLY CORNER OF PROPERTY CONVEYED ORTHEASTERLY R1988.093008 ORTHEASTERLY R1988.093008 DOCUMENT R1988.093008 DOCUMENT R1988.093008 DOCUMENT R1988.093008 DOCUMENT R1988.093008 BACK OF WALK 0.51 SELLY, 0.79 NELY SET CROSS AT CORNER ш CONCRETE BLOCKWALL 2.86 SELY > ک <sup>G</sup>-POINT OF BEGINNING BACK OF WALK 1.87 E'LY SOUTHEASTERLY CORNER OF PROPERTY FOUND 1/2" IRON PIPE AT LOT CORNER SOUTH EASEMENT GRANTED Æ 0 -CONCRETE BLOCK WALL 0.34 EAST ۵ <u>۸</u> ۵ N24.52,39 W SET 112" IRON PIPE AT CORNER-S ß CAS Ο ASPF 565'07'21' A S -SET 1/2" IRON PIPE AT CORNER BACK OF WALK 2.13 EAST A state of the state of the 20.00 S89**'**54'37''W 4 4 CORNER 4 4 4 4 -G-Э АТ **IRON PIPE** 2 STORY BRICK BUILDING 2 SET



# **CITY OF DARIEN**

#### **DU PAGE COUNTY, ILLINOIS**

#### ORDINANCE NO.

# AN ORDINANCE GRANTING A SERIES OF VARIATIONS TO ALLOW THE CONSTRUCTION OF A MARQUEE SIGN WITH ELECTRONIC MESSAGE BOARDS

(PZC2023-02: CITY MARQUEE SIGN) DARIEN PROFESSIONAL BUILDING, 7702 CASS AVENUE

#### **ADOPTED BY THE**

#### MAYOR AND CITY COUNCIL

#### **OF THE**

#### **CITY OF DARIEN**

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023

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

# AN ORDINANCE GRANTING A SERIES OF VARIATIONS TO ALLOW THE CONSTRUCTION OF A MARQUEE SIGN WITH ELECTRONIC MESSAGE BOARDS

#### (PZC2023-02: CITY MARQUEE SIGN) DARIEN PROFESSIONAL BUILDING, 7702 CASS AVENUE

**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 B-1 Neighborhood Convenience Shopping District pursuant to the Darien Zoning Regulations;

WHEREAS, the petitioner (City of Darien) has requested approval of variations from the terms of the Darien Sign Code to allow the construction of a marquee sign with illuminated electronic message boards; and

**WHEREAS,** pursuant to notice as required by law, the City's Planning and Zoning Commission conducted a public hearing on April 19, 2023, and has forwarded its findings and recommendation of approval of this petition to the City Council; and

**WHEREAS,** on May 22, 2023, the City's Municipal Services Committee reviewed the petition and has forwarded its recommendation of (-----) of this petition to the City Council; and

**WHEREAS,** the City Council has reviewed the findings and recommendations described above and now determines to (-----) the petition subject to the terms, conditions, and limitations

ORDINANCE NO.

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 Ordinance is limited and restricted to the property

generally located at 7702 Cass Avenue, Darien, Illinois, and legally described as follows:

LOT 2 IN DALLNER'S ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT 651673, EXCEPTING THEREFROM THE NORTHWESTERLY 50 FEET DEDICATED BY DOCUMENT R81-30556, AND EXCEPTING THEREFROM THAT PART CONVEYED BY DOCUMENT R88-93008, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 2 WITH A LINE 50.00 FEET SOUTHEASTERLY FROM AND PARALLEL TO THE NORTHWESTERLY LINE OF SAID LOT 2; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE 15.00 FEET; THEN SOUTHEASTERLY 16.17 FEET, MORE OR LESS, TO A POINT ON THE AFORESAID EAST LINE OF LOT 2 WHICH IS 15.00 FEET SOUTHERLY FROM THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID EAST LINE 15.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-28-410-045

#### SECTION 2: Variations from Sign Code Granted with Conditions. The following

variations are hereby granted to allow for the construction of an electronic message board sign on

the Subject Property:

A. Variations from Sections 4-3-7(A)(11), 4-3-7(C)(4), and 4-3-10(B) of the Darien Sign

Code to allow for the construction/installation of a marquee sign containing electronic

messaging panels and to permit illuminated signage with changing light intensity,

brightness, and color.

#### ORDINANCE NO.

- B. A variation from Section 4-3-7(E) of the Darien Sign Code to place a sign and its foundation at a zero (0) foot setback from property line (i.e. right-of-way). The code requires a setback of four (4) feet minimum.
- C. A variation from Section 4-3-7(F) of the Darien Sign Code to place a sign within the triangular area formed. The triangular area is measured from the point of two (2) intersecting streets to start, then along their right-of-way lines at a distance of twenty-five (25) feet to create the other triangular points. For this case, the triangular area is formed from the intersection of Plainfield Road/Cass Avenue.
- D. A variation from Section 4-3-10(B)(3) of the Darien Sign Code to allow 90.2 square feet of sign area per side. The code permits a maximum of 60 square feet of sign area per side for ground signs. The proposed sign has three (3) sides with 90.2 square feet (60 regular sign face; 30.2 electronic messaging display) on each side.

**SECTION 3: Conditions.** The variations are subject to the following conditions:

- 1. Messages will be held for at least 30 seconds.
- 2. Messages will change all at once for all sign faces.
- 3. Messages may display multiple colors.
- 4. Illumination will maintain a constant light intensity or brightness.
- 5. Illumination brightness will comply with the Sign Code.
- 6. The electronic message board portion of the sign is limited to 30.2 square feet per side.
- 7. The encroachment into public right-of-way (Cass Avenue) shown by the site plan/easement detail will be removed during sign installation.

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)

# ORDINANCE NO.

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.

#### PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,

DU PAGE COUNTY, ILLINOIS, this \_\_\_\_ day of \_\_\_\_\_, 2023.

AYES	 	 	
NAYS:	 	 	
ABSENT:	 	 	

#### APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,

**ILLINOIS**, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ATTEST:

JOSEPH A. MARCHESE, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MEMO

#### A RESOLUTION APPROVING A PLAT OF EASEMENT AS PREPARED BY SCHOMIG SURVEYORS, 7702 CASS AVENUE, PIN #09-28-410-045

# 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 approve a Plat of Easement as prepared by Schomig Surveyors, 7702 Cass Avenue, PIN #09-28-410-045, a copy of which is attached here to 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 5<sup>th</sup> day of June, 2023.

AYES:	 
NAYS:	 
ABSENT:	 

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of June, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

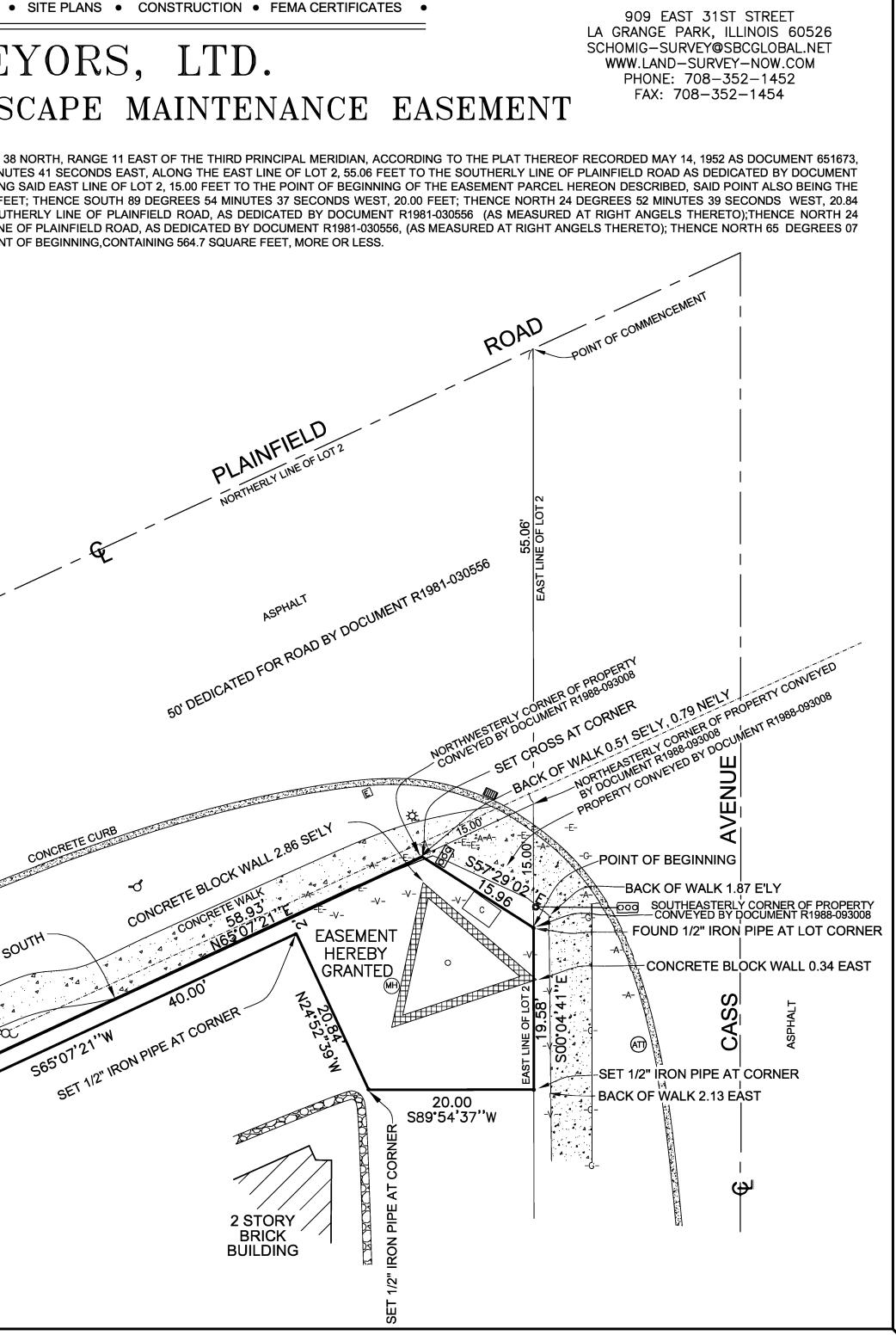
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

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COUNTY OF DU PAGE) SS.	DARIEN, ILLING			ARIEN I I C			LEC	GEND		
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MEMO



RESOLUTION NO.\_\_\_\_\_

#### A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND AWARDING A PROPOSAL TO BELMONT DIGITAL INC FOR THE PURCHASE OF THREE (3) 38-INCH X 114-INCH MARQUEE PANELS AND REQUIRED DATA INFRASTRUCTURE INCLUDING A DATA MANAGEMENT SUBSCRIPTION BASED AND STRUCTURAL STEEL SUPPORTS AND INSTALLATION IN AN AMOUNT NOT TO EXCEED \$81,635

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 waive the competitive bid process and award a proposal to Belmont Digital Inc for the purchase of three (3) 38-inch x 114-inch marquee panels and required data infrastructure including a data management subscription based and structural steel supports and installation in an amount not to exceed \$81,635, a copy of which is attached here to 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 5<sup>th</sup> day of June, 2023.

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of June, 2023

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



Exhibit A QUOTE Belmont Digital Series 4 Outdoor LED Display

#### **Belmont Digital LLC**

2300 Wisconsin Avenue STE 314 Downers Grove, Illinois 60515 United States

> 3123992757 belmont.digital

BILL TO City of Darien Dan Gombac 1710 Plainfield Rd Darien, Illinois 60561 United States dgombac@darienil.gov		Estimate Number: Estimate Date: Expires On: Grand Total (USD):	Sided_LED- RoadSign_29 April 14, 2023 May 31, 2023
Product/Service	Quantity	Pric	e Amount
<b>LED Display Screen</b> Belmont Digital Series 4 Outdoor LED Display Solution - P2	3	\$14,695.0	0 \$44,085.00
9.45ft W x 3.15ft H 3x1 Cabinet Configuration			
<ul> <li>-960x960mm Cabinet Size</li> <li>-Aluminum Cabinet Frame</li> <li>-IP67 Certified</li> <li>-231.5lb Total Weight</li> <li>-Rear Service Cabinet Design</li> <li>-Novastar Single Window Processing Unit</li> <li>Includes Intel NUC Small Form Computing Unit for BDS Player</li> <li>-Intel 11th Gen i3 Processor</li> <li>-8GB DDR4 Memory</li> <li>-512GB Server Grade NVMe Solid State Drive</li> <li>-Windows 10 x64 Professional</li> </ul>			
Includes (7) Year Factory Warranty			

Includes integrated 4G/5G connectivity via AT&T



#### Belmont Digital LLC

2300 Wisconsin Avenue STE 314 Downers Grove, Illinois 60515 United States

> 3123992757 belmont.digital

Product/Service	Quantity	Price	Amount
Installation Labor Installation and configuration labor for Belmont Digital Series 4 LED Video Panels - P2	1	\$2,250.00	\$2,250.00
9.45ft W x 3.15ft H 3x1 Cabinet Configuration			
Includes mounting of panels to existing structure, power cabling, data cabling, installation and configuration of Novastar processor and Intel NUC unit with BDS Platform access.			
Does NOT include structural costs, high voltage power or conduit.			
Includes training of BDS platform to client's staff.			
Managed Services Monthly service fee for 4G/5G access and BDS platform.	1	\$1,200.00	\$1,200.00
-Includes lifetime updates and unlimited data.			
Billed annually.			
Managed Services Content management of BDS platform for City of Darien	1	\$4,200.00	\$4,200.00
Belmont Digital will manage and operate all content for the planned (3) sided display according to the City of Darien's requests. Includes assisting and management of clients who are leasing ad space on the sign.			
Dillad appreciate			

Billed annually.



#### Belmont Digital LLC

2300 Wisconsin Avenue STE 314 Downers Grove, Illinois 60515 United States

> 3123992757 belmont.digital

Product/Service	Quantity	Price	Amount
<b>Design</b> Conceptional 3D design of proposed 3-sided road sign for the City of Darien utilizing conceptional hand drawings.	1	\$2,150.00	\$2,150.00
Includes 3D SketchUp design, structural, power and data designs.			
Will be provided to City of Darien for approval prior to construction.			
Any additional design revisions will be billed at \$75/hr.			
<b>Design</b> Steel structural design services for City of Darien 3- way road sign.	1	\$2,750.00	\$2,750.00
<b>Structure</b> Steel structure engineering, manufacturing, and installation for City of Darien 3-way road sign.	1	\$25,000.00	\$25,000.00
Price includes structural engineering, custom steel fabrication incorporating Belmont Digital Outdoor Series LED video wall panels per the provided design renders.			
Includes steel works, front facing lettering façade, foundation and installation.			
Provided as a place holder estimate. Final number to be provided after engineering drawing sign off.			
		Total:	\$81,635.00
		Grand Total (USD):	\$81,635.00

MEMO

#### A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND AWARDING A PROPOSAL FOR THE PROFESSIONAL DESIGN AND INSTALLATION SERVICES TO THE SAVANAH GROUP FOR SUPPLYING THE REQUIRED MATERIALS AND THE INSTALLATION SERVICES AS IT RELATES TO THE COLUMN HARDSCAPING, IRRIGATION, LANDSCAPING MATERIALS AND GENERAL RESTORATION WITHIN THE EASEMENT AREA ADJACENT TO THE MARQUEE SIGN STRUCTURE IN AN AMOUNT NOT TO EXCEED \$33,184

# 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 waive the competitive bid process and award a proposal for the professional design and installation services to the Savanah Group for supplying the required materials and the installation services as it relates to the column hardscaping, irrigation, landscaping materials and general restoration within the easement area adjacent to the marquee sign structure in an amount not to exceed \$33,184, a copy of which is attached here to 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 5<sup>th</sup> day of June, 2023.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of June, 20203

ATTEST:

JOSEPH MARCHESE, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



The Savanna Group Inc.

14434 S Penny Lane Plainfield, IL. 60544

# **Estimate**

DATE	ESTIMATE #
9/13/2022	100688

#### NAME / ADDRESS

City of Darien Att. Dan Gombac Darien, IL.

			PROJECT
		0007	тота
DESCRIPTION	QTY	COST	TOTAL
Landscape options for new sign on SW corner of Cass and Plainfield.		0.00	0.00
S.F. of Estate Stone Wall installed. 3.5'X27', 3.5'X27', 4.5'X15')	257	47.00	12,079.00
Number of 8' Estate Stone Pier columns installed.	3	1,700.00	5,100.00
Number of 1 gallon Ornamental Grasses installed. (Karl Forester)	6	16.00	96.00
Number of 1 gallon Ornamental Grasses installed. (Prairie Drop Seed)	17	16.00	272.00
Number of 2 gallon Ornamental Grasses installed. (Maiden Grass)	8	24.00	192.00
Number of 24" Spirea installed. (Red Blooming)	24	46.00	1,104.00
Number of 3" pots of Groundcover installed. (Vincca)	560	3.25	1,820.00
Number of 5 gallon Grow Low Sumac installed. C.Y. of Topsoil installed.	8 30	52.00 60.00	416.00 1,800.00
C.Y. of Mulch installed.	30 12	60.00	720.00
Tons of Outcropping stone installed.	6	350.00	2,100.00
Installation of basic Irrigation system for the auto-fill and annual beds.	1	3,600.00	3,600.00
Installation of 4 Pondless water walls, 2 on each of the front 2 stone piers.	1	1,500.00	1,500.00
Installation of Low Voltage lighting system to match previous lighting system with 300 watt transformer	1	1,445.00	1,445.00
Number of waterproof uplights installed.	4	235.00	940.00
		TOTAL	\$33,184.00

# AGENDA MEMO MUNICIPAL SERVICES COMMITTEE MAY 22, 2023

# **ISSUE STATEMENT**

Motion to recommend zoning ordinance revisions creating a mixed-use zoning district to the City Council and to forward the draft revisions to the Planning and Zoning Commission for public hearing and commission review.

# BACKGROUND

On November 14, 2022, the City Council held its annual goal-setting session. Part of the meeting focused on the City's zoning ordinance and its current list of permitted/special uses in the business, office, and industrial districts. Council noted that the list of uses should be overhauled and also pointed to the fact the zoning ordinance does not include a mixed-use district. After discussion, Council directed staff to overhaul the list of uses and create a mixed-use zoning district as part of its goal setting. To move forward on this priority, staff has developed revisions to the zoning ordinance (Attachment A) creating a mixed-use zoning district. Also attached to this memo are other municipal ordinances (Attachment B) staff used in order to formulate the proposed revisions.

# **COMMITTEE RECOMMENDATION**

The Municipal Services Committee is to forward a recommendation to the City Council. Upon City Council approval, the item will be sent to the Planning and Zoning Commission for a public hearing.

#### **ALTERNATE CONSIDERATION**

As recommended by the Municipal Services Committee.

# **DECISION MODE**

This item will be placed on the June 5, 2023 City Council agenda for formal consideration.



# MIXED-USE (M-U) ZONING DISTRICT (5A-6-X & 5A-8-X)

- (A) Intent: The intent of this M-U Mixed Use District is to accommodate development characterized by a mixture of housing types in commercial areas and to facilitate the development and redevelopment of areas suited to a combination of commercial and residential uses within the same building. It is recognized that some mature areas of the City are comprised of a variety of compatible uses and the M-U Mixed Use District is created for the purpose of maintaining the vitality of such areas and encouraging appropriate redevelopment.
- (B) Purpose: The purposes of the M-U Mixed Use District are to:
  - 1. Accommodate mixed-use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units above the non-residential space;
  - 2. Encourage development that exhibits the physical design characteristics of pedestrianoriented, storefront-style shopping streets;
  - 3. Allow for the conversion of dwelling units in older commercial areas of mixed dwelling types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization; and
  - 4. Serve as a zone of transition between commercially dense districts and residential districts by permitting residential occupancy in the units above the non-residential space.
- (C) Definition: Mixed-Use Building: A building that contains at least one floor devoted to allowed non-residential uses and at least one devoted to allowed residential uses.
- (D) Permitted Uses: The following uses are permitted in the M-U Mixed Use District:
  - Banks. Barbershops. Fire stations. Hotels and motels. Laundromats. Offices. Printing shops. Recreational activities, commercial types. Restaurants. Retail stores. Single-family residential (upper level only). Theaters, other than drive-ins.

Other uses of the same general character as above.

- (E) Building Height: No principal structure shall exceed three (3) stories or thirty five feet (35') in height. No accessory structure shall exceed one story or fifteen feet (15') in height.
- (F) Lot Requirements: The following minimum lot requirements shall be observed:
  - 1. Lot Area: Two thousand five hundred (2,500) square feet for all mixed use.
  - 2. Lot Width: No minimum.
- (G) Yard Requirements:
  - 1. Minimum Depths: Yards of the following minimum depths shall be provided:
    - a. Front Yards: No minimum.
    - b. Side Yards: No minimum.
    - c. Rear Yard: Not less than ten feet (10').
    - d. If the side yard or rear yard abuts a residential district, there shall be a minimum five foot (5') side yard and twenty foot (20') rear yard.

- 2. Vegetation in Yards: Property owners may plant bushes, trees, flowers or other ornamental plantings; however, for any growth extending over the lot line of an adjoining neighbor, or that any way may reasonably become a danger or nuisance to the community, the vegetation may be required to be abated.
- (H)Off-Street Parking and Loading Requirements: All off-street parking and loading shall conform to the requirements enumerated in Chapter 11 of this title.
- (I) Fences:
  - 1. Height Limitations: If a fence is to be constructed at the rear or side yard of a M-U Mixed Use lot that abuts a residential district, it shall be at least six feet (6') in height along the lot line that abuts the residence district.
  - 2. Location: The fence must be at least six inches (6") from the lot line. If there are complaints by an adjoining neighbor and the fence is determined to be closer than six inches (6") from the lot line, the responsibility is upon the fence owner to remove it at his own expense.
  - 3. Jointly Owned Fences: If adjoining property owners agree in writing and file an acknowledgment with the City Clerk, a fence may be built on the precise lot line between the properties. The agreement must specify that neither owner may remove the fence without the permission of the other owner. Both parties are responsible for the maintenance of the fence.
- (J) Indoor/Outdoor Operations: All permitted uses, including commercial and residential purposes, in the M-U Mixed Use District must be conducted completely within the enclosed buildings on the lot unless expressly authorized otherwise by the City Council. This requirement does not apply to off-street parking or load areas, outdoor seating areas, or other specifically allowed outdoor activities in a Business District.
- (K) Signs: All signs shall conform to the requirements enumerated in Chapter 3 of Title 4.
- (L) Zoning Map Amendment Guidelines: In making its legislative determination to zone or rezone property to the M-U Mixed Use District zoning classification, the Planning and Zoning Commission and City Council may apply the following guidelines to the proposal under consideration:
  - 1. The capacity of existing and proposed community facilities and utilities including water, sewer, and transportation systems to serve the permitted uses which might lawfully occur on the property so zoned;
  - 2. The relationship of the subject property to the various aspects of the City's transportation system including pedestrian ways, bicycle paths, major and collector streets, and public transit;
  - 3. The adequacy of public services including schools, police and fire protection, and solid waste collection serving the property and the impact the permitted uses would have upon these services;
  - 4. The potential impact existing or permitted uses in the vicinity would have upon the land uses authorized in the M-U Mixed Use District and the impact such uses, if developed, would have upon existing uses in the vicinity;
  - 5. The extent to which the proposal will promote balanced growth in the community and will be consistent with the City's goals for equal housing opportunity and a variety of housing types;
  - 6. The impact any natural disasters, including flooding, would have upon the permitted uses;
  - 7. The impact the proposal would have upon the environment including noise, air and water pollution;

8. The conformance of the proposal to the overall comprehensive plan and map for the City.



#### 11-7-10: MX MIXED USE ZONING DISTRICT:

A. Intent: The intent of this MX Mixed Use District is to accommodate development characterized by a mixture of housing types in commercial areas and to facilitate the development and redevelopment of areas suited to a combination of commercial and residential uses within the same building. It is recognized that some mature areas of the Village are comprised of a variety of compatible uses and the MX Mixed Use District is created for the purpose of maintaining the vitality of such areas and encouraging appropriate redevelopment.

HEYWORTH, IL Attachment B

B. Purpose: The purposes of the MX Mixed Use District are to:

1. Accommodate mixed-use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units above the non-residential space;

2. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets;

3. Allow for the conversion of dwelling units in older commercial areas of mixed dwelling types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization; and

4. Serve as a zone of transition between commercially dense districts and residential districts by permitting residential occupancy in the units above the non-residential space.

C. Definition:

	A building that contains at least one floor devoted to
MIXED-USE BUILDING:	allowed non-residential uses and at least one devoted to
	allowed residential uses.

D. Permitted Uses: The following uses are permitted in the MX Mixed Use District:

Banks.

Barbershops.

Fire stations.

Hotels and motels.

Laundromats.

Offices.

Printing shops.

Recreational activities, commercial types.

Restaurants.

Retail stores.

Single-family residential (upper level only).

Theaters, other than drive-ins.

Other uses of the same general character as above.

E. Building Height: No principal structure shall exceed three (3) stories or thirty five feet (35') in height. No accessory structure shall exceed one story or fifteen feet (15') in height.

- F. Lot Requirements: The following minimum lot requirements shall be observed:
  - 1. Lot Area: Two thousand five hundred (2,500) square feet for all mixed use.

2. Lot Width: No minimum.

G. Yard Requirements:

- 1. Minimum Depths: Yards of the following minimum depths shall be provided:
- a. Front Yards: No minimum.
- b. Side Yards: No minimum.
- c. Rear Yard: Not less than ten feet (10').

d. If the side yard or rear yard abuts a residential district, there shall be a minimum five foot (5') side yard and twenty foot (20') rear yard.

2. Vegetation In Yards: Property owners may plant bushes, trees, flowers or other ornamental plantings; however, for 61

any growth extending over the lot line of an adjoining neighbor, or that any way may reasonably become a danger or nuisance to the community, the vegetation may be required to be abated.

H. Off-Street Parking And Loading Requirements: All off-street parking and loading shall conform to the requirements enumerated in chapter 11 of this title.

I. Fences:

1. Height Limitations: If a fence is to be constructed at the rear or side yard of a MX Mixed Use lot that abuts a residential district, it shall be at least six feet (6') in height along the lot line that abuts the residence district.

2. Location: The fence must be at least six inches (6") from the lot line. If there are complaints by an adjoining neighbor and the fence is determined to be closer than six inches (6") from the lot line, the responsibility is upon the fence owner to remove it at his own expense.

3. Jointly Owned Fences: If adjoining property owners agree in writing and file an acknowledgment with the village clerk, a fence may be built on the precise lot line between the properties. The agreement must specify that neither owner may remove the fence without the permission of the other owner. Both parties are responsible for the maintenance of the fence.

J. Indoor/Outdoor Operations: All permitted uses, including commercial and residential purposes, in the MX Mixed Use District must be conducted completely within the enclosed buildings on the lot unless expressly authorized otherwise by the Village Board. This requirement does not apply to off-street parking or load areas, outdoor seating areas, or other specifically allowed outdoor activities in a C Commercial zoning district.

K. Signs: All signs shall conform to the requirements enumerated in chapter 10 of this title.

L. Zoning Map Amendment Guidelines: In making its legislative determination to zone or rezone property to the MX Mixed Use District zoning classification, the Zoning Committee, Zoning Board of Appeals and/or Planning Commission may apply the following guidelines to the proposal under consideration:

1. The capacity of existing and proposed community facilities and utilities including water, sewer, and transportation systems to serve the permitted uses which might lawfully occur on the property so zoned;

2. The relationship of the subject property to the various aspects of the village's transportation system including pedestrian ways, bicycle paths, major and collector streets, and public transit;

3. The adequacy of public services including schools, police and fire protection, and solid waste collection serving the property and the impact the permitted uses would have upon these services;

4. The potential impact existing or permitted uses in the vicinity would have upon the land uses authorized in the MX Mixed Use District and the impact such uses, if developed, would have upon existing uses in the vicinity;

5. The extent to which the proposal will promote balanced growth in the community and will be consistent with the village's goals for equal housing opportunity and a variety of housing types;

6. The impact any natural disasters, including flooding, would have upon the permitted uses;

7. The impact the proposal would have upon the environment including noise, air and water pollution;

8. The conformance of the proposal to the overall comprehensive plan and map for the village. (Ord. 2013-48, 11-7-2013)

#### SECTION 19-153 – DEVELOPMENT DISTRICTS

#### (3) MIXED USE DISTRICT: MXD

(A) Definition. A development consisting of one or more lots developed as a cohesive project and designed with a blend of various compatible uses such as commercial, residential and institutional. The uses may be located in the same building or in separate buildings.

**(B) Intent.** The intent of this district is to encourage and promote well planned, suitable and appropriate mixed use developments with residential, civic uses, and commercial components within identified areas. The focus is to allow a more balanced mix of uses in the siting and design of new developments and redevelopment to anticipate changes in the marketplace and to provide for the diverse needs of the residents of the City. Flexibility will be allowed to accomplish such goals through the utilization of streets as public places that encourage pedestrian and bicycle travel and the encouragement of efficient land use by facilitating compact, high-intensity development, minimizing the amount of land needed for surface parking and, facilitation of development (e.g., land use mix, density, and design) that supports public transit where applicable.

**(C) Pre-Application Conference.** Before submitting an application for MXD zoning, preapplication consultation between the applicant and the Planning and Development Manager is encouraged to obtain information and guidance prior to entering binding commitments or incurring substantial expense in the preparation of plans, surveys, impact assessments and other data.

**(D)** Master Development Plan. A Master Plan for the entire Mixed Use District shall be submitted. The proposed Plan shall be prepared by a licensed engineer, surveyor, architect or planner. It shall be drawn to scale and include the following:

- (1) An insert map at a scale of not less than one inch to one mile, showing the property in relation to surrounding roads, subdivisions, or major landmarks;
- (2) A north arrow;
- (3) Topography of the district showing 10 foot contour lines for the site;
- (4) Land uses for the district and proposed density (in a single building of vertical mixed uses the gross area floor ratio must be provided);
- (5) Approximate location of existing buildings, structures and uses on the properties adjacent to the district;
- (6) Natural features of the site including, but not limited to, drainage patterns, riparian areas, water bodies, wetlands, steep slopes or ravines;
- (7) Type, size, and location of any proposed signs;
- (8) Approximate location of proposed streets, driveways, alleys, and rights-of-way with an indication of whether public or private;
- (9) Location of pedestrian access such as sidewalks or trails to key areas of attraction within the district;

- (10) The proposed lot pattern, lot standards, and lot coverage requirements;
- (11) Schematic plans which shall indicate the phasing of the development;
- (12) A landscaping and tree planting plan, including the location of street trees, with a notation indicating the location and retention of existing trees;
- (13) The location, layout, and the surfacing of all vehicle parking and loading areas;
- (14) The location and layout of mass transit stations if applicable;
- (15) A written statement satisfactory to the City of Tega Cay on the guarantees and assurances to be provided for the maintenance of common areas, open space, recreation areas, sidewalks, parking, private streets, driveways or alleys and other privately owned but common facilities serving the district.

**(E) Specific Development Standards and Requirements.** Each MXD must ensure that the following development standards are met.

- (1) Elevations for all buildings and structures, other than single family dwellings, shall be provided and include architectural treatments that create visual interest and community character and promote a sense of pedestrian scale and shall contain the following;
  - (a) Where applicable, cornices (e.g., building tops or first-story cornices) shall be aligned to generally match the height(s) of those on adjacent buildings. Building height limitations shall be governed by the applicable Building Codes.
  - (b) Maximum Building height for Mixed Use Buildings shall be 4 stories/55 feet including roof design and profile. Building height is limited to 65 feet when locating mechanical equipment on the roof. Mechanical area can contain no living space and must be accessible by elevator. In addition, all mechanical equipment must be screened from other rooftop uses. Building height "transitions" or step-downs shall be provided where the MXD district abuts adjacent residential properties where the maximum building height is three stories/45 feet.
  - (c) Mixed use buildings shall have a minimum Ground floor height, floor to ceiling, of 12 feet and Upper story height, floor to ceiling, of 10 feet with a minimum of 9 feet.
  - (d) Any building façade oriented to the public view shall provide ground floor transparent windows to allow visual access into and out of the building;
  - (e) Primary entrances shall open on to a street or interior courtyard.
  - (f) Building frontages along streets shall break any flat, monolithic façade by including architectural features such as, but not limited to, bay windows, recessed entrances, fluted masonry, fenestration, cornices, or other articulation so as to provide visual interest and a pedestrian scale to the first floor.
  - (g) Multi-story buildings shall extend the same architectural features above the ground floor level through variations in design, detail, and proportion, and by avoiding designs featuring a monolithic street façade.
- (2) To encourage the use of design to minimize opportunities for crime and to increase public safety the following should be utilized:

- (a) Building entrances, parking areas, private and public open spaces, and pathways should be accentuated with appropriate features such as landscaping, pavement treatment, art and signs which draw attention to the area. Such features should be placed or designed in such a manner that the view into the area is not obscured.
- (b) The proposed layout, building, and landscape design should promote natural surveillance. Physical features and activities should be oriented and designed in ways that maximize the ability to see throughout the site.
- (c) The proposed site layout and building design should encourage activity in public spaces.
- (d) The development should control access wherever possible by properly siting and designing entrances and exits (i.e., clear view from the store) and through the appropriate use of lighting, signs and/or other features.
- (3) To encourage buildings to be designed to a human scale for pedestrian access, safety and comfort and to promote a design which would provide direct and safe access between the site and adjacent land uses that is convenient and pleasant for the pedestrian the following should be utilized:
  - (a) The site layout should cluster buildings on the site to promote linked trips via interconnected pedestrian promenades (such that a pedestrian need not cross more than 64 lineal feet of parking or driveway area, or one double loaded row of parking (not inclusive of sidewalks, pathways, landscaping, plazas, and other pedestrian facilities), whichever is less, between buildings.
  - (b) The development should provide internal and/or public pedestrian connections that are direct, convenient and pleasant with appropriate amenities.
- (4) Residential uses may be located in a separate building or in mixed configuration with commercial in the same structure. When in a mixed configuration, residential uses should be located on the upper stories; or, on ground floors when they do not use storefront space. In no case shall residential uses be located on the ground floor of a building located on commercial street frontage.
- (5) Live/Work should incorporate the following criteria:
  - (a) May not be converted to purely residential use.
  - (b) May be converted to an all commercial use, with the review and approval of the City.
  - (c) May constitute all or part of the residential percentage of the mixed-use development. A mixed-use development should not consist exclusively of live/work units.
  - (d) Shall be located near the commercial portion of the mixed-use development.
- (6) Units of various sizes (e.g., studios, one and two bedroom units) are encouraged.
- (7) On-site parking areas:
  - (a) Parking areas shall be located where residents and businesses have easy and convenient access. Opportunities for shared parking shall be utilized. However, the project may consider dedicating a certain portion of the parking for each use.
  - (b) Surface parking should be oriented behind buildings when possible.
  - (c) Surface Parking shall not be located on street corners.

- (d) Surface parking shall not exceed 110% of the minimum parking requirement for the subject land use(s) as identified in the Section 19-301 of the Zoning Code. Exemptions to the standard can be approved through site/design review for developments that provide parking structures, shared parking, valet parking spaces, market rate parking, or similarly managed parking facilities;
- (e) Parking Structures with frontages on commercial corridors must allocate space for commercial use on the first floor.
- (f) Parking Structures located adjacent to a residential use shall have a side and rear setback of 20 feet and be landscaped and screened. Should the Parking Structure be located on a corner adjacent to residential uses, the first floor commercial use must wrap the corner and the landscaped setback may be reduced to 10 feet.
- (g) The Parking Structure must be screened or wrapped with the Mixed Use Structure with a minimum of 25 feet of either hard or softscape design or an approved mixture of both.
- (8) The area covered by impervious surfaces (i.e., area covered by buildings and pavement) shall be minimized to the greatest extent practicable; best practices for surface water management shall be required.
- (9) Building setbacks shall be as follows:
  - (a) Front setback along a primary or major street shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum.
  - (b) Front setback along a secondary or minor street shall utilize a Build-to Zone of 0 feet minimum to 10 feet maximum.
  - (c) Side setback along a primary or major street shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum.
  - (d) Side setback along a secondary or interior street shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum.
  - (e) Rear setback shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum to other properties within the MXD.
  - (f) Side and Rear setbacks abutting residential districts shall be 20 feet.
- (10) Side and Rear setbacks abutting other commercial properties shall be 10 feet. The maximum Floor Area Ratio (FAR) shall be [2.0] for mixed-use buildings and [1.25] for all other buildings.
- (F) Permitted Uses. The following are the principal uses permitted in this district:
  - (1) Single Family Residential detached and attached.
  - (2) Live/Work Space located above the ground floor of commercial buildings.
  - (3) Multi-Family Residential (for-lease apartments, condominiums).
  - (4) Commercial recreation establishments, including movie theaters, pool and video game rooms, bowling and skating rinks.
  - (5) Primary retail establishments such as department stores, general mercantile stores, clothing, variety, and similar low bulk items.
  - (6) Secondary retail establishments such as those selling principally one-stop items, usually high-bulk, including furniture, appliance, home furnishings, floor coverings,

business machines, heating and air conditioning sales and service, bicycle sales and services, and similar establishments.

- (7) Social retail uses such as coffee shops, brew pubs, bookstores, art galleries, bakeries, and florists.
- (8) Convenience retail establishments such as small scale grocery and beverage stores.
- (9) Restaurants, including those with or without on premise alcohol sales.
- (10) Personal service establishments such as barber and beauty shops; laundromats; laundry pick-up; tailor; dressmaker; shoe shops; photo studio
- (11) Business Services (printing, copying, parcel services).
- (12) Medical offices, clinics, and pharmacies.
- (13) Educational institutions, primary through graduate, public and private.
- (14) Commercial adult and child care facilities as a Conditional Use.
- (15) Churches and places of worship or religious institutions.
- (16) Financial institutions, banks, credit unions, CDA & Accounting and Brokerage.
- (17) Professional Office such as legal services, architectural and engineering services.
- (18) Fresh Farm/Open Air Markets.
- (19) Public and private transportation service and facilities, including bus terminals, bus stops and taxi stands.
- (20) Animal Services, including kennels, veterinary clinics and grooming facilities.
- (21) Hotels and Bed and Breakfast Establishments.
- (22) Assisted Living facilities as a Special Use.
- (23) Instructional studios, art, music, dance and drama studios.

# (G) Approval Process

- Public Hearing: The procedures for public hearing and consideration by the Planning Commission and the City Council shall be as set forth in Article XV of Ordinance #77 Zoning. The Planning Commission and City Council shall conduct a joint public hearing to consider the Mixed Use District application.
- (2) **Planning Commission Recommendation:** After the public hearing is closed the Planning Commission shall consider the Mixed Use District Master Plan to determine a) the need for the proposed amendment; b) the effect of the amendment on the property and the surrounding properties; and, c) the relationship of the proposed amendment with the Comprehensive Plan, and the general planning programs of the city. Within thirty days, the Planning Commission shall submit its recommendation to City Council.
- (3) City Council Action: The City Council shall consider the Planning Commission recommendation and make a decision on the matter. The City Council may also approve additions, deletions and/or changes to the Mixed Use District Master Plan prior to final approval. Upon approval of the Mixed Use District Master Plan by the City Council, the Mixed Use District is deemed established. The Mixed Use District shall be designated on the Zoning Map as MXD.

# <u>AGENDA MEMO</u> Municipal Services Committee May 22, 2023

#### **ISSUE STATEMENT**

A <u>resolution</u> accepting a proposal from Season Comfort, Corp. for the removal and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system at Darien City Hall, 1702 Plainfield Road, in amount not to exceed \$18,275.00

#### AND

A contingency in the amount of \$1,500.00 for unforeseen repairs related to the removal and replacement of HVAC components.

#### BACKGROUND

The existing HVAC system is in need of replacement. The A coil and condenser have required service over the past few years and now need to be replaced. They are requiring more service calls for loss of Freon charge and other mechanical failures. The new unit would also be more energy efficient. Staff continues to experience issues with the following:

The scope of work calls out for the following:

- Selective demolition and construction for the removal and or replacement and installation of two Trane furnaces, two evaporator coils and two condensers
- Revise flue pipe, gas, electric & sheet metal required per the manufacturer's specifications and current building codes.
- Flush existing line sets
- Relevel a/c units
- Startup & check operation

Staff has solicited for quotes and below are the results:

Vendor	Total Cost
Season Comfort, Corp.	\$ 18,275.00
Hearthstone Plus	\$ 21,277.96
Hearthstone Premier	\$ 29,293.00

The funding for the HVAC would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23-24 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
	Building Maintenance			
01-30-4223	City Hall HVAC - upstairs	\$ 17,500	\$18,275	(\$775)
	Building Maintenance			
01-30-4223	City Hall HVAC upstairs contingency		\$ 1,500	\$725

City Hall HVAC 2023 May 2023 Page 2

#### **STAFF RECOMMENDATION**

Approval of a resolution accepting a proposal from Season Comfort, Corp. for the removal and replacement of the Heating, Ventilation and Air Conditioning (HVAC) system at Darien City Hall, 1702 Plainfield Road, in amount not to exceed \$18,275.00

#### AND

A contingency in the amount of \$1,500.00 for unforeseen repairs related to the removal and replacement of HVAC components.

#### **ALTERNATE CONSIDERATION**

As directed by the Committee.

#### **DECISION MODE**

This item will be placed on the June 5, 2023 City Council agenda for formal consideration.

RESOLUTION NO.

MEMO

# A RESOLUTION ACCEPTING A PROPOSAL FROM SEASON COMFORT, CORP. FOR THE REMOVAL AND REPLACEMENT OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT DARIEN CITY HALL, 1702 PLAINFIELD ROAD, IN AMOUNT NOT TO EXCEED \$18,275.00

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to accept a proposal from Season Comfort, Corp., for the removal and replacement of the heating, ventilation and air conditioning (HVAC) system at Darien City Hall, 1702 Plainfield Road, in amount not to exceed \$18,275.00, 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 5<sup>th</sup> day of June, 2023.

ABSENT:

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of June, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

# Quotation

1

Season Comfort, Corp. 107 West 61st Street • Westmont, IL 60559-2617 Telephone: 630/810-1919 Fax: 630/810-0263

Date	Quote #		
11/16/2022	8810		

Customer Name	Job Name
City of Darien 1702 Plainfield Rd. Darien, IL 60561 Attn: John	City of Darien 1702 Plainfield Rd. Darien, IL. 60561

ъ. 4

Scope of work		
Quote 8810 Location: 1702 Plainfield Rd., Darien, IL. 60561 2nd Floor Heat/Cooling		
We Will Supply Labor and Material to Remove Existing A/C and Furnace for 2nd Floor.		
We Will Install Two (2) Trane S8X1, 80% Furnace, Two (2) Trane 4-Ton Cased Evaporator Coil, and Two (2) 4-Ton 13 Seer XR Condenser's.		
We Will Revise Flue Pipe, Gas, Electric, and Sheet Metal.		
We Will Flush Existing Line Set's.		
We Will ReLevel A/C Unit's.		
We Will Startup and Check Operation.		
TOTAL COST\$18,275.00		
WARRANTY: One Year Labor Ten Year's Part's Twenty Year's Heat Exchanger		
THE ABOVE COST IS BASED ON STRAIGHT TIME ONLY, DURING REGULAR BUSINESS HOURS.		
THE ABOVE PRICE IS FIRM AND WILL REMAIN IN EFFECT FOR 30 DAYS.		

r

# AGENDA MEMO Municipal Services Committee May 22, 2023

# **ISSUE STATEMENT**

Approval of an **ordinance** authorizing the disposal of surplus property.

# **BACKGROUND/HISTORY**

Staff is requesting that the following property be declared as surplus property and auctioned utilizing the services of GovDeals, Inc., or dispose of said property.

	ITEM	MODEL #	QUANTITY	EXPLANATION
1	2.5' x 4' x 3' metal crates with 2" & over brass meter casings	n/a	2	replaced
2	3.5' x 2.5' x 2.5' wood crate with 2" & over brass meter casings	n/a	1	replaced
3	2.5' x 2.75' x 2' wood crate with 5/8" brass meter casings	n/a	1	replaced

Many of the above items may not have any value and pending auction results will be disposed of if not sold.

#### **STAFF RECOMMENDATION**

Staff recommends the approval of an ordinance authorizing the disposal of surplus property.

# **ALTERNATE CONSIDERATION**

As recommended by the Committee.

# **DECISION MODE**

This item will be placed on the June 5, 2023 City Council Agenda for formal approval.



## **CITY OF DARIEN**

## **DU PAGE COUNTY, ILLINOIS**

## ORDINANCE NO.

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

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

## **CITY OF DARIEN**

THIS 5<sup>th</sup> DAY OF JUNE 2023

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this 5<sup>th</sup> day of June 2023

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

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

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

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

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

	ITEM	MODEL#	QUANTITY	EXPLANATION
1	Mohawk LMF-12 12,000lb vehicle lift	Serial #9101106	1	No Longer Serviceable
2	Honda EV6010 RV Generator – Gas	Serial #ECB-1014449	1	No Longer Needed
3	Reed Hydraulic Pipe Cutter UPC636	Serial #518 H	1	No Longer Needed

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 5<sup>th</sup> day of June, 2023.

AYES:

NAYS:

ABSENT: \_\_\_\_\_

## APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,

**ILLINOIS**, this 5<sup>th</sup> day of June, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

# <u>AGENDA MEMO</u> Municipal Services Committee May 22, 2023

## **ISSUE STATEMENT**

A <u>resolution</u> accepting a proposal from EJ Equipment for a lease agreement of a vactor truck for hydro excavations of buffalo boxes, main line valves, fire hydrant and utility pot holes and storm sewer basin cleaning and storm sewer main line jetting at various locations throughout the City at the proposed unit price and not to exceed \$72,250.

## BACKGROUND

City Staff will utilize the Vactor truck from various maintenance functions throughout the year. Please recall the vactor truck was utilized last year to hydro excavate water shutoff boxes, (b-boxes). The hydro excavation results included repairing or maintaining:

300 B-boxes10 locations to jet storm sewers40 events-water main breaks and hydrant repairs

Staff has identified that approximately 200 b-boxes require excavation and the machine would be further utilized to jet and clean main line water valve vaults to install 200 leak loggers.

The proposed method of jet vacuuming is a less destructive method than traditional excavation. Again, the vacuum system allows Staff to create approximately a 12-inch diameter hole at the b-box location and remove and replace the b-box. Other hydro excavations have been performed by City Staff when opposing utilities make traditional excavations difficult as well. The traditional method, excavating with a backhoe, in many situations will continue to be the optimal remedy. The proposed vactor truck has and will continue to provide savings through eliminating or reducing excavated spoils, backfill material, hauling, dump expenses and restoration. The vactor truck also is equipped with storm sewer jetting equipment and will allow staff to clean catch basins and jet storm sewer lines as identified.

Staff had requested proposals for the specialized equipment and received the following two quotes.

VENDOR	MONTHLY RATE
Standard Rents	\$ 15,500
EJ Equipment	\$ 14,450

The 23/24 Budget includes funds for the rental of the vactor truck and would be expended from the following line item account. The cost for the monthly rental is \$14,450 and the frequencies would not exceed 5 various monthly rentals.

ACCOUNT ACCOUNT NUMBER DESCRIPTION		FY23-24 BUDGET	PROPOSED EXPENDITURE	BALANCE	
02-50-4231	Maintenance -Water System	\$40,500	\$43,350	(\$2,850)	

01-30-4243	Rent-Equipment	\$27,000	\$28,900	(\$1,900)
		\$67,500	\$72,250	*(\$4,750)

\*Staff will attempt to further negotiate the final months pricing to avoid being overbudget, provided that the need arises.

## **STAFF RECOMMENDATION**

A resolution accepting a proposal from EJ Equipment for a lease agreement of a vactor truck for hydro excavation at various locations throughout the City for buffalo box repairs during the meter replacement program, at the proposed unit price and not to exceed \$72,250.

## **ALTERNATE CONSIDERATION**

As directed by the Committee.

## **DECISION MODE**

This item will be placed on the June 5, 2023 City Council agenda for formal consideration.

RESOLUTION NO.\_\_\_\_\_

## A RESOLUTION ACCEPTING A PROPOSAL FROM EJ EQUIPMENT FOR A LEASE AGREEMENT OF A VACTOR TRUCK FOR HYDRO EXCAVATIONS OF BUFFALO BOXES, MAIN LINE VALVES, FIRE HYDRANT AND UTILITY POT HOLES AND STORM SEWER BASIN CLEANING AND STORM SEWER MAIN LINE JETTING AT VARIOUS LOCATIONS THROUGHOUT THE CITY AT THE PROPOSED UNIT PRICE AND NOT TO EXCEED \$72,250

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 EJ Equipment for a lease agreement of a vactor truck for hydro excavations of buffalo boxes, main line valves, fire hydrant and utility pot holes and storm sewer basin cleaning and storm sewer main line jetting at various locations throughout the City at the proposed unit price and not to exceed \$72,250, 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 5<sup>th</sup> day of June, 2023.

AYES:	 	
NAYS:		
ABSENT:		

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 5<sup>th</sup> day of June, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

## **Dennis Cable**

From: Sent: To: Subject:

RES

Amanda Spathis <amanda@ejequipment.com> Tuesday, April 18, 2023 1:56 PM Dennis Cable RE: [EXTERNAL] quote

Hi Dennis,

Here are the current rates:

Day	\$850.00
Week	\$5,000.00
Month	\$14,450.00

Thank you, Amanda Spathis Inside Sales Representative D: 815-907-3949 | O: 800-522-2808 amanda@ejequipment.com www.ejequipment.com Addison, IL – Manteno, IL – Troy, IL

Click here to See the EJ Difference!



Dennis Cable adeable@darienil.gova



WOMEN'S BUSINESS ENTERPRISE

From: Dennis Cable <dcable@darienil.gov> Sent: Tuesday, April 18, 2023 1:30 PM To: Amanda Spathis <amanda@ejequipment.com> Subject: [EXTERNAL] quote

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.

Amanda can you please send me over updated quote prices for vactor rental.

# Thanks,

## **Dennis Cable**

City of Darien Municipal Services Department Water Foreman (630) 417-5146

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.

# <u>AGENDA MEMO</u> Municipal Services Committee May 22, 2023

## **ISSUE STATEMENT**

A <u>resolution</u> approving the purchase of a water valve exercisor from E.H.Wachs for a total amount not to exceed \$131,250.00.

AND

A motion approving the striping and tool storage bins for the water valve exerciser not to exceed \$3,250.00.

## **BACKGROUND/HISTORY**

The FY23/24 Budget includes funds for the purchase of valve exercising equipment. The equipment would be utilized for routine maintenance and during water main breaks. The equipment consists of an enclosed trailer with equipment and tooling to exercise water valves ranging from 4 to 16-inch main line water main valves. The power actuated valve turner mechanisms allows for optimal valve exercising and secure shutdowns versus manual shutoff operations. The valves have a range of 9-50 full turn rotations from open to close. Many of the valves in the City's water system are older valves constructed of brass to metal shutdown mechanisms. While valve technology today has migrated to non-resilient wedge valves and are less prone to shutdown concerns they also need to be exercised periodically. As the valves are constantly in the open position with the exception of an emergencies, the valve bodies build up with sediment/by products within the operating gates and typically require two individuals to turn an 8-foot valve key manually. The equipment would allow for safer ergonomics and provide optimal torqueing to open or close a valve. The maintenance program for the valves includes exercising, confirmation of a full shutdown based on number of turns the specific valve will require, inspected for bolt corrosion, leaks, logged and GPS positioned for the water main atlas. The trailer would be equipped with tooling and hardware to complete any minor repairs.

The exercise program would be an ongoing maintenance on a 5-year rotation. The City currently has a total of 2,869 valves, consisting of the following:

- 1,435 Fire Hydrants with Valves
- 451 Main Line Valves in Boxes
- 983 Main Line Valves in Valve Vaults

The Wachs Grand LX trailer has been reviewed and demonstrated as the optimal equipment for the City. The package includes:

- Two valve turning machines
- Extended reach operator
- Swivel deck for larger or stubborn valves
- 1500 pounds of torque
- Wireless handheld controller with VITALS software and data logger
- Vacuum
- 250-gal powered spoils tank

- High pressure washer system with a 66-gallon water tank
- Class II hydraulic power unit.
- Software upload to our Work Order software so we can continually update our work order

E.H. Wachs is the original product manufacturer of its brand and is exclusively manufactured and sold by Wachs Utility Products. See <u>Attachment A</u>.

Funding for the above programs would be expended from the following line item of the FY23/24 Budget:

Account	Account	FY23/24	Proposed	Proposed		
Number	Description	Budget	Expenditure	Balance		
	Capital Equipment-Valve					
02-50-4815	Exercising Equipment Trailer	\$134,500	\$131,250	\$3,250		
02-50-4815	Striping		\$ 1,000	\$2,250		
02-50-4815	Shelving-Tool Storage Bins		\$ 2,250	\$0		
Total			\$134,500	\$0		

## **STAFF RECOMMENDATION**

Staff recommends a resolution approving the purchase of a water valve exercisor from E.H.Wachs for a total amount not to exceed \$131,250.00.

## AND

A motion approving the striping and tool storage bins for the water valve exerciser not to exceed \$3,250.00.

## ALTERNATE CONSIDERATION

Not approving this proposal.

## **DECISION MODE**

This item will be placed on the June 5, 2023 City Council agenda for formal consideration.



600 Knightsbridge Par way, Lincolnshire, Illinois 60669 (847) 537-8800 | Fax (847) 520-1147 turnvalves.com

May 4, 2023

Re: E.H. Wachs Valve Maintenance & Pipe Cutting Tools

To whom it may concern,

The E.H. Wachs Company is the original equipment manufacturer of all products manufactured under its brand name and registered trademarks. Many of E.H Wachs products are so unique that they are protected under multiple U.S. trade protections, specifically related to pipe cutting & valve exercising machinery.

E.H. Wachs controls the supply of their products through a team of direct personnel, localized dealers and a factory service center. We restrict these channels so that products and customers receive the very best attention by individuals properly trained with this equipment. In Illinois, with very limited exception, Henry Roman would be your factory direct outlet to purchase.

To the best of our knowledge, no other vendor manufactures these or compatible items. Please let me know should you need further details.

Yours Very Truly,

Ken Redding

Ken Redding Technical Sales Representative E.H. Wachs Utility Products Division 847-484-2773

MEMO

## A RESOLUTION APPROVING THE PURCHASE OF A WATER VALVE EXERCISOR FROM E.H.WACHS FOR A TOTAL AMOUNT NOT TO EXCEED \$131,250.00

# **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 approves the purchase of a water valve exercisor from E.H.Wachs for a total amount not to exceed \$131,250.00, 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 5<sup>th</sup> day of June, 2023.

AYES:			
NAYS:			
ABSENT:			

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of June, 2023.

ATTEST:

JOSEPH MARCHESE, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



RES

1



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069 (847) 537-3800 | Fax (847) 520-1147 turn valves.com

# Quotation

Page 1 of 2

					1 age	1012
TO:	Dennis Cable			Date:	5/4/20	23
	Water Foreman		Quotation	Number:	KR196	6081
	City of Darien		Payme	ent Terms:	Net 30	) Days
	1041 S. Frontage Rd.		Shippi	ng Terms:	FCA C	Drigin
	Darien, IL 60561	Valid Through:			7/3/2023	
			Estimated	Delivery:	8 Wee	ks ARO
E.H. W	Vachs is pleased to offer the following quotation.					
				Unit Price		Line Total
Hom N	umber Description	Otv	LL/NA		Discº/	(1190)

Item Number	Description		Quy	U/IVI	(USD) DISC%	(030)
77-000-54			1	EA	87,995.00	87,995.00

Standard LX (Diesel) – VMS (RH): Single turner valve maintenance skid; includes Wachs 750 ft-lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger.

#### Available Options:

#### 17-405-00 Grand Upgrade

The VMS skid is designed to accept a second valve operator; our top dog TM-7 HD Plus valve operator (up to 2,500 ft-lb of torque) with both automated and manual control ideal for larger, older, stubborn, or stuck valves, generating up to a massive 2,500 ft lbs [3,390 Nm] in a controlled, gradual manner to prevent breakage. Ships mounted in VMS at minimum width, consult manual for accommodating wider deck widths.

#### 77-409-00 Job Box

Weather tight, locking aluminum job box measures 30" wide, 17" tall, 16" deep and comes with mounting trim to close off the surrounding cavity. This job box is only an option when not outfitting the VMS with TM-7 HD Plus (fits into cavity reserved for the 17-405-00)

#### 77-414-02 Hot Water Heater

Alkota 385000 Btu, hydro insulated cold water wrap coil construction with 13 gallon diesel fuel tank, draft diverter, thermostat, high limit temp control and flow switch for on demand hot water.

#### 79-412-02 Trimble R2

GNSS receiver provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources) over the included navigation grade GPS.

2	17-405-00	1	EA	21,995.00	21,995.00	
TM-7 HD Plus (only for LX or Builder installs) Automated Valve Operator, Exercisor and Rehabilitator with Bluetooth Kit for VMS systems, featuring Wachs industry leading automation. Heavy Duty 2,500 ft. lb. torque system with dual hybrid control functionality. Operate either fully automatic with Controller/Datalogger (part #79-422-01/02/05/06 not included), or manually through direction control toggle, digital revolution counter and torque output guage (no Controller/Datalogger required). Mounting frame is indexable to VMS in 2-1/2" increments to adapt to different bed widths; shipping location is plum to skid frame (72" skid width) to 15" beyond (87" skid width). For wider truck decks the TM-7 needs to be mounted outside the VMS; if mounting in other than default location, longer hydrualic hoses may be required (not included). Kit includes TM-7 HD Plus, bluetooth adapter, 8' valve key, mounting hardware and interface plumbing. May require Ruggedized Controller/Datalogger (Part#79-422-01/02/05/06) if not already included in other options.						
3	77-400-00	1	EA	8,495.00	8,495.00	
8,000 GVRW VMS Bunk Trailer manufactured by Karavan Trailers for Wachs. Perimeter frame deck area approximately 8' x 6' with three cross braces for installation of Wachs Standard VMS with provision to add Wachs TM-7 HD Plus. Single torsion flex, sure lube axle, 12" electric brakes running on ST255/85R16E radial tires rated to 4,080 pounds. The trailer is two coat, black wet painted to match the skid platform, utilizes a 2,500 jack and is interfaced with a standard 3" pintle ring. All lighting is LED and fully grounded.						

4 77-409-01 EA 1,150.00 1,150.00

A-Frame Job Box for VMS Trailer. 66" Long, 15" deep and 18" Tall. Twin interconnected latches with lock on street side and dedicated storage pocket for manuals. Sturdy .100" thick, polished diamond plate aluminum, watertight with gas springs on full 90 degree lid.

		Products	600 Knightsbridge Par (847) 537-8800   Fax) <b>turnvalves.com</b>					Quo	otation
	TO: Dennis Cable					Quotati	Date: on Number:	Page 5/4/2 KR19	
	Item Number Des	scription			Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
5	08-000-15				1	EA	8,495.00		8,495.00
6	Template. (1) Profession Sockets with sleeves, (1 1/4" and 11/32" Drill Bits operating nuts. 08-403-00	nal Battery Operated Drill to ) Chaser Kit - 3/4", 5/8", 1/2 , Kit also to includes 6" File,	operate drill and tap kil ", 9/16", 3lb. Sledge Ha Flashlight, Adjustable	polbox, (10) Stainless Steel Em included, (1) Set of extracting s ammer with Soft Sledge, Allen V Magnet, Roll of Fixing Tape and	ockets, (1 Vrench Se I all neces 2	) Set of D t, Grease sary hardv EA	eep Well 6 Pie Tube, (1) Each ware to reinsta <b>l</b> 895.00	ce	1,790.00
		Set - Standard with Flange stalled on Lower Gauge Plat		ng Nuts - (1) Each 1-10 Standar ox.	d with Plas	stic Gauge	Plate to size		
7	08-413-01	ŭ			1	EA	210.00		210.00
	Operating Nut, Emerger	ncy - 1							
8	79-430-20				1	EA	2,495.00	100.0%	0.00
	training of computerized	ogram. Training topics range controllers and preventive r safe and efficient operation	maintenance software I	the mechanical systems like hy ike VITALS . Field crews and pa ienance tools .	dro -excav rticipants v	ation and vill be sho	Valve operator wn, in detail,	; to	
							Subtotal		130,130.00
						Shippi	ng & Handling		1,120.00
							Total (USD)		\$131,250.00
		shipping charges to your or enry Roman at 847-224-602		ect via your choice of carrier se 4-2773.	vice. If yo	u have ar	ny questions		

If you are tax exempt, please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your invoice.

Please reference this quote number when placing your order. Thank you.

Ken Redding Technical Service Rep 847-484-2773 ken.redding@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

## AGENDA MEMO Municipal Services Committee May 22, 2023

## **ISSUE STATEMENT**

Agenda

A <u>resolution</u> accepting the proposal of a subscription based Mini-Road Weather Information Systems sensors from Frost Solutions, LLC., in an amount not to exceed \$19,600.

## **BACKGROUND/HISTORY**

Included within the FY23/24 Budget is 7 Frost Solutions Mini RWIS Systems. These are Road Weather Information Systems that give vital road temperature during the winter season. Utilizing this information throughout the City's 7 snow regions would allow Staff to implement the optimal anti and/or deicing products on the roadways. Pending the conditions warranted through the sensors, there could be savings realized on anti, deicing products, road salt usage and staffing. The Staff had piloted one unit on a trial basis this past winter and while the winter was relatively mild the information provided valuable data in preparing for the roadway treatment for an ongoing or upcoming event. While this item will have an annual reoccurring subscription cost of \$19,600 per year. A further review of the cost savings will be conducted after the initial upcoming 23/24 winter season.

Below are additional bullet points regarding the units:

- Alarms can be set to notify us when certain weather conditions are being met for pavement temp, air temp, humidity, dew point
- Real time data about conditions in our City versus at locations surrounding us like airport, highway weather points or the City of Chicago
- Winter Storm mode pulls real time images every 20 minutes for the duration of impactful winter weather events.
- Real time conditions of the roads

Frost Solutions Mini-RWIS Sensor is the exclusive product and service that is exclusively manufactured and sold by Frost Solutions, LLC. See <u>Attachment A</u>.

The FY23/24 Budget includes funding for the abovementioned items from the following accounts:

Account Number	Account Description	FY23/24 Budget	Expenditure	Balance
01-30-4815	Streets-Capital Purchases	\$25,000	\$19,600	\$5,400

## **STAFF RECOMMENDATION**

Staff recommends approval of this resolution accepting the proposal of a subscription based Mini-Road Weather Information Systems sensors from Frost Solutions, LLC., in an amount not to exceed \$19,600.

## ALTERNATE CONSIDERATION

As directed by the Committee.

## **DECISION MODE**

This item will be placed on the June 5, 2023 City Council agenda for formal consideration.





April 25th, 2023 City of Darien, IL

This letter is to confirm that Frost Solutions Mini-RWIS Sensor is a sole source product & service that is exclusively manufactured and sold by Frost Solutions, LLC.

This sole source letter justification informs on the unique capabilities that only Frost Solutions can deliver.

Frost Solutions provides a Mini-RWIS unit that is unmatched in the RWIS market, including hardware with a suite of sensors, best in class wide angle camera, a defroster and a software application that provides access to images, data and road weather conditions forecasting.

Frost Solutions is unique because we are the only RWIS Manufacturer that delivers our Hardware as a Service, while incorporating the suite of capabilities that provide a reliable, affordable and feature rich product offering. Meaning, we include the following service components in our turnkey service to The City of Darien – all included in one price per-sensor:

- Annual maintenance and repair
- · Software, alerts and historical data
- Minute by minute data points and images captured and saved every two minutes
- Our Mini RWIS Sensor
- · Integrated Camera with day and night images
- On-demand image requests
- On-demand Defroster Capabilities
- Solar recharging, 60 day no-sun battery life
- Complimentary integration to paid weather services

## Frost Solutions Proprietary Hardware

The Frost Solutions Mini-RWIS employs all IP rated components and reliable solar capabilities that creates the greatest flexibility in sensor placement such as bridges and other safety critical locations that do not have access to direct power. In addition, we have eliminated all moving parts, integrated all electronics and components with no remote RPU. This offers the City of Darien the fastest and least intrusive installation of any RWIS on the market.

#### Frost Solutions Pricing

Frost Solutions offers the most competitive pricing of any RWIS manufacturer. More, we strive to make our pricing easy to understand, offering a flat one price-per sensor proposal that is all inclusive as described above. As noted in this link, our competitors pricing is typically 3x-10x more expensive than Frost Solutions. Emerging low-cost competitors do not offer the frequency of data or imagery, capabilities like on-demand image capabilities, a camera defroster and a shorter battery charge, which makes them at best marginally viable and less reliable for climates experienced in places like Darien.

It's our pleasure to provide further details or answer any questions. Thank you for your interest in our service; we looking forward to working with you this winter. Sincerely,

Mike Bott Owner, Frost Solutions bott@frostsolutions.io 312-767-9423

MEMO

## A RESOLUTION ACCEPTING THE PROPOSAL OF A SUBSCRIPTION BASED MINI-ROAD WEATHER INFORMATION SYSTEMS SENSORS FROM FROST SOLUTIONS, LLC. IN AN AMOUNT NOT TO EXCEED \$19,600

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 the proposal of a subscription based Mini-Road Weather Information Systems sensors from Frost Solutions, LLC. in an amount not to exceed \$19,600, a copy of which is attached hereto as "<u>Exhibit A</u>" 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 5<sup>th</sup> day of June 2023.

AYES:	 	 	
NAYS:			
ABSENT:			

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of June 2023.

## JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



## ORDER FORM FROST SOLUTIONS, LLC & City of Darien, IL PROPOSAL DATE: 12.14.22

## **Frost Solutions Mini RWIS**

The Mini RWIS 12-month subscription includes a self-install hardware unit, access to the web application, service and support, and product replacement (if necessary). Frost Solutions maintains ownership of the hardware unit at all times.

## <u>Hardware</u>

RES

Non-Invasive, Solar + Battery Powered, Infrared System and Camera, providing:

- Surface Temperatures
- Still Shot Images (Day & Night)
- Air Temperature
- Dew Point
- Humidity

#### Application Services

- On Demand Image Requests
- Surface Temperature Forecasting
- Freeze Warnings & Alerts
- Weather Data & Forecasting Services
- Reporting & Analytics
- Historical Data and Image Retrieval (Indefinitely for data points, limited for images)
- Mobile & Desktop Access (Unlimited Users)

Description	Quantity	Item Cost	Total
Mini RWIS Annual Subscription – 1/1/23-4/30/23 - 5 month Pilot for 1 unit	1	\$2,000	\$2,000
Annual price for 5-7 units will be \$2800 per unit after pilot period if customers decides to move forward.		Total	\$2,000

#### Terms & Conditions

This Order Form, in conjunction with the Master Service Agreement, which is incorporated herein by reference, establishes the commercial relationship between Frost Solutions, LLC and the Customer. The parties acknowledge that they have read, understand, and agree to the terms and conditions of this Order Form and the related Master Service Agreement that is either attached to this Order Form or was included with a prior Order Form. In the event of a discrepancy between the terms of this Order Form and the Master Service Agreement, the Master Service Agreement shall control.

Frost Solutions, LLC + City of Darien, IL | Mini RWIS MSA + Order Form v091422

Document Ref: QZ5W5-WMNTW-F9UEX-WKS68

#### Payments/Refunds/Cancellation

Customer shall pay all fees specified in this Order Form without offset or deduction. Customer shall make all payments hereunder in U.S. Dollars on or before the due date set forth in this Order Form. Except as otherwise specified herein, (a) fees are based on services purchased and not actual usage or services provided; (b) payment obligations are non-cancelable; (c) fees paid are non-refundable; and (d) the services purchased cannot be decreased during the relevant Term.

Customer may terminate this Order Form at any time, however such termination shall not result in any refund of payments previously made or cancellation of any future payment(s) due as set forth in this Order Form to Frost Solutions, LLC during the current Term, but only results in the termination of automatic renewals and any future payments caused by such automatic renewals no longer being due to Frost Solutions, LLC.

Effective Date	Term	Renewal Date	Payment Terms
12-19-2022	5 month pilot	5/1/23	Due per dates listed below

Invoice Details		Customer & Billing Information		
Date Due	Amount	Primary Contact	Kris Throm	
12/30/22	\$2,000	Email	kthrom@darienil.gov	
		Phone #	630-514-3453	
		Billing Contact	Kris Throm	
		Address	1041 S. Frontage Rd.	
Shipment Information		Email	kthrom@darienil.gov	
		Phone #	630-514-3453	
	One Address	Purchase Order #	N/A	

FROST SOLUTIONS, LLC	City of Darien, IL	
Mike Kirsh	Kris Throw	
Mike Kirsh Owner	Printed Name Kris Throm Title Superintendent	
Date:	Date:	

#### **MASTER SERVICE AGREEMENT**

This Master Service Agreement (together with any Order Form, the "<u>Agreement</u>") is entered into and made effective as of \_\_\_<sup>12-16-2022</sup> (the "<u>Effective Date</u>"), by and between Frost Solutions, LLC, a Delaware limited liability company ("<u>Frost Solutions</u>"), located at 276 E Deerpath Rd #627, Lake Forest, IL 60045, and <u>City of Darien, IL</u> ("<u>Customer</u>"), located at <u>1041 S. Frontage Road</u> <u>Darien, IL 6056</u>.

#### RECITALS

**WHEREAS**, Customer desires to engage Frost Solutions to perform Services (as defined below) under the terms and conditions set forth herein; and

WHEREAS, Frost Solutions desires to perform such Services for Customer under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. **DEFINITIONS**

*"Agreement"* means, collectively, this Agreement, any Order Forms, Statements of Work, and any materials available on the Frost Solutions website specifically incorporated by reference herein, as such materials may be updated by Frost Solutions from time to time in its sole discretion.

*"Affiliate"* means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity where control consists of the ownership of 50% or more of the equity securities of the relevant party.

*"Application Services"* means the online, internet-based software application(s) provided by Frost Solutions pursuant to one or more Order Forms and which is accessed by Customer via the Internet. Except as expressly provided to the contrary, the Hardware supplied by Frost Solutions for use in connection with the Application Services is included in the use of the Application Services.

"Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) relating to any business, financial, operational or technical information provided by one party hereunder to the other party that is marked or otherwise identified as confidential or proprietary, or that the receiving party knows or should know is confidential or proprietary. In addition, the parties acknowledge and agree that the Frost Solutions name, the Frost Solutions logo, the Services and the terms of and pricing under this Agreement constitute Confidential Information of Frost Solutions.

"*Customer Data*" means all information, data, and other content, in any form or medium, that is submitted, posted, supplied, results from processing Customer Data in connection with the Application Services or is otherwise transmitted by or on behalf of Customer to Frost Solutions through the Application Services.

Frost Solutions, LLC + City of Darien, IL | Mini RWIS MSA + Order Form v091422

"*Hardware*" means any sensor, transmitter, storage or other tangible property that is provided by Frost Solutions to Customer for use in connection with the Application Services.

"Order Form" means an order form executed by the parties that defines access to the Application Services, use allowances, and/or Professional Services purchased by Customer and is part of this Agreement. The Order Form may contain allowances and limitations that may subject Customer to additional fees if use exceeds such allowances following written notice thereof by Frost Solutions and the reasonable opportunity to reduce use to permitted allowances.

"Professional Services" means services provided by Frost Solutions staff or contractors as set forth in the applicable Order Form.

*"Services"* means all of the services to be performed under one or more Order Forms executed by the parties, including Application Services, and/or Professional Services, and others.

"Service Level Agreement" means the Service Level Agreement attached hereto as Exhibit A.

"User's Guide" means Frost Solutions' online user documentation for the Application Services, as updated from time to time by Frost Solutions.

#### 2. PROVISION OF SERVICES/RIGHTS OF USE

2.1 Subject to the terms and conditions of this Agreement and any Order Form, Frost Solutions hereby grants to Customer, and Customer hereby accepts from Frost Solutions, a non-exclusive, non-sublicensable, and non-transferable (except as set forth herein) license ("License"), to use the Application Services, including any updates thereto, as expressly stated in an Order Form, for the Term (as defined in this Agreement). Frost Solutions shall: (a) provide the Application Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; (b) use commercially reasonable efforts to ensure that the Application Services perform in material compliance with the Specifications; (c) provide support to Customer as provided in the Order Form; (d) comply with all applicable laws and regulations in the performance of such services and the operation, hosting and maintenance of the Application Services; and (e) use reasonable safeguards consistent with industry standards in providing the Application Services hereunder to prevent security breaches and protect its servers from unauthorized access.

2.2 Frost Solutions reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the intellectual property of Frost Solutions.

#### 3. CUSTOMER RESPONSIBILITIES AND USE GUIDELINES

3.1 Customer shall use the Application Services as contemplated by this Agreement and Customer shall be responsible for its use of the Application Services.

3.2 Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data (as hereinafter defined); (b) prevent unauthorized access to, or use of, the Application Services, and notify Frost Solutions promptly of any such unauthorized access or use; (c) review and, if acceptable, agree to any third party agreements or terms of service prior to using the Services in connection herewith and abide by the rules set forth therein; (d) comply with all applicable local, state, federal and foreign laws in using the Application Services including;

Frost Solutions, LLC + City of Darien, IL | Mini RWIS MSA + Order Form v091422

(e) not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Application Services available to any third party except as set forth in this Agreement; (f) not transmit or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (g) not upload to, or store within the Application Services, any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (h) not interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; (i) not attempt to gain unauthorized access to the Application Services or its related systems or networks, or access the same in order to build a competitive product or service, or to copy any ideas, features, functions or graphics of the Application Services; (j) not modify, copy or create derivative works based on the Application Services; (k) not frame or mirror any content forming part of the Application Services, other than on Customer's own intranets or otherwise for its own internal business purposes; and (1) not reverse engineer or decompile the Application Services. Customer shall not transfer or assign the License without Frost Solutions' written consent, provided, however, that if the Application Services include a license requiring third party interaction, Customer may grant access to the Application Services to those third parties who are authorized by Customer to supply data. Customer's obligations under clause (g) shall be deemed fulfilled if Customer uses reasonable methods to prevent transmission of elicit code and does not intentionally transmit any of the same to Frost Solutions or the Application Services.

#### 4. SERVICE LEVEL AND SUPPORT

Subject to the terms and conditions of this Agreement, Frost Solutions shall use commercially reasonable efforts to make the Application Services available in accordance with the service levels set out in **Exhibit A**.

#### 5. FEES AND PAYMENT

5.1 Customer shall pay all fees specified in an Order Form, via a physical invoice or an electronic invoice, without offset or deduction. Customer shall make all payments hereunder in U.S. Dollars on or before the due date set forth in such Order Form. Except as otherwise specified in an Order Form, (a) fees are based on Services purchased and not actual usage or Services provided; (b) payment obligations are non-cancelable; (c) fees paid are non-refundable; and (d) the Services purchased cannot be decreased during the relevant Term.

5.2 Frost Solutions shall invoice in advance and in accordance with the applicable Order Form. All invoices are due as stated on the invoice, but if not stated, physical invoices shall be due immediately upon receipt of the invoice, without any right of set-off or deduction. Frost Solutions may charge interest at the lesser of the maximum amount allowed by law or one and one-half percent (1.5%) per month on payments not timely made pursuant to the applicable invoice. In addition to any other rights or remedies of Frost Solutions, Frost Solutions may discontinue access to the Application Services provided to Customer without liability to Customer, if any invoice is not paid within thirty (30) days of the invoice date, until such amounts are paid in full. In any collection action relating to this Agreement, Frost Solutions shall be entitled to recover its costs of collection, including reasonable attorney's fees.

5.3 Unless otherwise stated, Frost Solutions' fees do not include any direct or indirect, local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature or kind, including value-added, use or withholding taxes (collective, "**Taxes**"). Customer is responsible for all Taxes associated with its purchases hereunder, excluding any taxes imposed on Frost Solutions' income. If Frost Solutions has the legal obligation to pay or collect Taxes for which Customer is

responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Frost Solutions with a valid tax exemption certificate authorized by the appropriate taxing authority.

## 6. CONFIDENTIAL INFORMATION

From time to time during the Term, either party may disclose or make available to the other party Confidential Information. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder, in which case such employees shall be made aware of the confidentiality provision of this Agreement, and will be required to abide by the terms thereof. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

## 7. INTELLECTUAL PROPERTY RIGHTS

7.1 Subject to the limited rights expressly granted hereunder, Frost Solutions reserves all rights, title and interest in and to the Application Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Frost Solutions shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the Application Services or any new programs, upgrades, modifications or enhancements developed by Frost Solutions or Customer in connection with rendering the Services to a Customer, even when refinements and improvements result from Customer's request, unless expressly set forth in an Order Form for custom development. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Frost Solutions by virtue of this Agreement or otherwise, Customer hereby transfers and assigns to Frost Solutions all rights, title, and interest which Customer may have in to such refinements and improvements.

7.2 As between Frost Solutions and Customer, Customer exclusively owns all rights, to data or information submitted by Customer for use in the Application Services ("<u>Customer Data</u>"). As such, Customer has the right to and hereby does grant to Frost Solutions the right to use Customer Data in connection with the Application Services and other services to be provided hereby by Frost Solutions. Customer acknowledges and agrees that Frost Solutions may collect, use, and sell to third parties data, information, or insights generated or derived from Customer's use of the Application Services and other services provided by Frost Solutions for business and commercial purposes, including without limitation industry analysis, benchmarking, analytics, marketing, developing, training and improving its products and services.

#### 8. WARRANTIES AND DISCLAIMERS

8.1 Each Party represents and warrants that it has the legal power to enter into this Agreement; that the signatory hereto has the authority to bind the applicable organization; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

8.2 Frost Solutions warrants that the Application Services (excluding the Hardware) will conform in all material respects to the service levels set forth in **Exhibit A** when accessed and used in accordance with the User's Guide. Frost Solutions warrants that the Hardware will be free from material defects in materials or workmanship for the period from start date specified in a relevant Order Form and continues for the period specified in any Order Form to Customer; provided the Hardware is used in conformity with the operating instructions and the warranty expressly disclaims physical damage to the Hardware and damage from adverse weather or environmental sources. Frost Solutions does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in **Exhibit A**.

8.3 Customer's exclusive remedies for breach of the warranties provided herein shall be the repair or replacement of the non-conforming Application Services, Hardware or Professional Services. Any claim for breach of warranty shall be made by providing written notice thereof to Frost Solutions together with a detailed explanation of the purported error. If repair or replacement is not possible within forty-five (45) days following Frost Solutions' receipt of written notice of a breach of the warranty, Customer may terminate the license to the defective Application Services (excluding Hardware) by providing written notice of the same to Frost Solutions. Customer shall then be entitled to receive a refund of the fees paid by Customer for the Application Services that are pre-paid and unused, for the period after termination.

8.4 EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THEIR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY EITHER PARTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, FROST SOLUTIONS MAKES NO WARRANTY OF ANY KIND THAT THE APPLICATION SERVICES, PROFESSIONAL SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

## 9. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING FROM THE PARTIES INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL FROST SOLUTIONS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

#### **10. INDEMNIFICATION**

10.1 Frost Solutions will defend, indemnify and hold Customer harmless against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (the "Losses") incurred by Customer in connection with any actions, suits, proceedings, or claims made or brought by a third party against Customer alleging that the Application Services (excluding Hardware) infringes any U.S. intellectual property right of any third party, provided that Customer (a) gives prompt written notice of any such claim to Frost Solutions; (b) gives to Frost Solutions sole control of the defense and resolution of such claim; and (c) provides reasonable information and assistance to Frost Solutions in defending such claim.

10.2 If the Application Services (excluding Hardware) is held to infringe, or in Frost Solutions' opinion the Application Services is likely to be held to infringe any Intellectual Property rights of a third party, Frost Solutions may at its sole discretion and expense, either: (a) secure the right for Customer to continue use of the infringing Application Services; (b) replace or modify the infringing Application Services to make it non- infringing, provided such Application Services contains substantially similar functionality; or (c) terminate the licenses to the infringing Application Services modules granted hereunder. If Frost Solutions elects to terminate the Application Services Subscription under the foregoing provision, as Customer's sole and exclusive remedy, Frost Solutions shall refund to Customer any unused, prepaid license fees for the infringing Application Services modules indicated on the related Order Form. This Section 10.2 shall not apply to the extent that the alleged infringement arises from (x) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Frost Solutions or authorized by Frost Solutions in writing; (y) modifications to the Services not made by Frost Solutions; or (z) Customer Data.

10.3 Customer shall indemnify, hold harmless, and, at Frost Solutions' option, defend Frost Solutions from and against any Losses resulting from any actions, suits, proceedings, or claims made or brought by a third party against Frost Solutions (a) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or (b) based on Customer's or any authorized user's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Frost Solutions or authorized by Frost Solutions in writing; or (iv) modifications to the Services not made by Frost Solutions, provided that Customer may not settle any third-party claim against Frost Solutions unless Frost Solutions consents to such settlement, and further provided that Frost Solutions will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice.

10.4 THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND FROST SOLUTIONS' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES

INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

#### 11. TERM AND TERMINATION

11.1 This Agreement commences on the start date specified in a relevant Order Form and continues for the period specified in any Order Form unless sooner terminated as provided in this Agreement (the "Initial Term"). At the end of the Initial Term or any then-current Term (as defined below), unless either party notifies the other party upon written notice of its intent not to renew at least thirty (30) days prior to the expiration of the Initial Term or the then-current Term, this Agreement and applicable Order Form will automatically renew for the same period of time as the initial Order Form (each a "Renewal Term"). Collectively, the Initial Term and any Renewal Terms are referred to as "Term." In addition, prior to the expiration of any Term, Frost Solutions shall have the right to change the terms and conditions of this Agreement and any Order Form for any subsequent Renewal Term, in which case it shall notify Customer of such intent by written notice at least thirty (30) days prior to the expiration of the then-current Term and the parties shall enter into re-negotiation.

11.2 Either Customer or Frost Solutions may terminate this Agreement and any or all Order Forms as a result of a material breach of this Agreement by the other party, if (a) such party provides written notification to the other party of the material breach, and (b) such material breach is not cured or resolved within thirty (30) days of notification, or, in the case of a failure to pay fees in a timely manner by Customer, the material breach is not cured or resolved in a fifteen (15) day period.

11.3 Customer may terminate any Order Form at any time, however termination pursuant to this Section 11.3 shall not result in any refund of payments made or payable to Frost Solutions during the current Term, but only results in the termination of automatic renewals and any future payments caused by such automatic renewals no longer being due to Frost Solutions.

11.4 Upon expiration of the Term or termination of this Agreement or any Order Form, Customer's access and use of the Application Services and all of Customer's licenses and rights under this Agreement and/or the relevant Order Forms shall cease immediately.

11.5 In the event of expiration or termination of this Agreement, Customer shall immediately return all Hardware to Frost Solutions and shall be responsible for any costs and expenses associated with returning the Hardware to Frost Solutions. If Customer fails to return any unit of Hardware or any unit of Hardware is damaged and requires replacement upon receipt by Frost Solutions, Customer shall be invoiced the amount for replacing such unit(s), which is four (4) times the annual contract price for such unit(s).

## 12. PUBLICITY

Customer hereby agrees, subject to Customer's review and approval, which approval shall not be unreasonably withheld or delayed, to: (a) allow Frost Solutions to use Customer's name and logo in Frost Solutions' customer list, on Frost Solutions' web site, and in Frost Solutions' marketing materials; and (b) allow Frost Solutions to reference Customer in a press release that announces Customer's decision to use the Application Services.

## 13. SURVIVING PROVISIONS

This Section 13 and Sections 1, 5, 6, 7, 8.4., 9, 10, and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

Frost Solutions, LLC + City of Darien, IL | Mini RWIS MSA + Order Form v091422

#### 14. MISCELLANEOUS

14.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, supersedes all prior agreements and Customer purchase order terms, whether written or oral, and supersedes and merges all prior discussions between the parties. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Exhibit or Order Form, the terms of this Agreement shall prevail unless expressly stated otherwise in the applicable Exhibit or Order Form. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other Customer order documentation (excluding Order Forms and Statements of Work) or in any Frost Solutions documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. The language used in this Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either party shall apply to rights granted herein or to any term of condition of this Agreement.

14.2 All notices under this Agreement shall be in writing. Notices to Frost Solutions shall be addressed to the attention of its President and shall be deemed to have been given upon the second  $(2^{nd})$  business day after sending email to <u>contracts@frostsolutions.io</u>. Notices to Customer shall be addressed to Customer's signatory of this Agreement unless otherwise designated on the signature page, and shall be deemed to have been given upon (a) personal delivery; (b) the second  $(2^{nd})$  business day after mailing; (c) the second  $(2^{nd})$  business day after sending by confirmed facsimile; or (d) the second  $(2^{nd})$  business day after sending by email.

14.3 The parties are independent contractors. Nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.4 In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

14.5 Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and SOWs), without consent of the other party, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party or to an Affiliate of such competitor. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.6 No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Frost Solutions, LLC + City of Darien, IL | Mini RWIS MSA + Order Form v091422

14.7 If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14.8 This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.

14.9 This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., <u>www.docusign.com</u>) or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(Signature page follows)

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**FROST SOLUTIONS, LLC** 

Mike Kirsh

By:

Name: Mike Kirsh Title: Owner **Customer:City of Darien, IL** 

Kris Throw

By:\_\_\_\_\_ Name: Kris Throm Title: Superintendent

Frost Solutions, LLC  $\,+$  City of Darien, IL  $\,\mid\,$  Mini RWIS MSA + Order Form v091422  $\,$ 

#### **EXHIBIT A**

#### SERVICE LEVEL AGREEMENT

## AVAILABILITY

Frost Solutions shall use commercially reasonable efforts to make the Application Services generally available twenty four (24) hours a day, seven (7) days a week at a rate of 75% uptime, ("**Uptime Commitment**") except for: (i) planned downtime, which shall be any period for which Frost Solutions provides at least eight (8) hours' notice that the Application Services will be unavailable; (ii) any unavailability caused by circumstances beyond Frost Solutions' reasonable control, including without limitation, computer or telecommunications failure or delays involving hardware or software not within Frost Solutions' possession or reasonable control, and network intrusions or denial of service attacks; (iii) any period of unavailability lasting sixty (60) minutes or less; or (iv) a disruption in the connection between the server on which Application Services is located based on a failure of Customer's connection to the public Internet or a general failure of the public Internet not related specifically to Application Services' infrastructure. If Frost Solutions fails to meet the Uptime Commitment for two (2) consecutive calendar months or fails to meet the Uptime Commitment for any three (3) calendar months within any twelve (12) month period, then by notice given within thirty (30) days after the end of the month which triggered Customer's right of termination, Customer may terminate this Agreement, and receive a refund of any pre-paid fees for periods after the effective date of termination. The provisions of this Service Level Agreement state Customer's sole and exclusive remedy for any service level deficiencies of any kind.

#### SUPPORT

Frost Solutions will use commercially reasonable efforts to provide Application Services support to Customer comprised of (i) on-line access to the Frost Solutions support at support@frostsolutions.io; and (ii) Frost Solutions' telephone support at 312-767-9423. Frost Solutions will use commercially reasonable efforts to respond to Customer's inability to access the Application Services or a component of the Application Services which had previously performed as expected within the guidelines laid out above.

# **Signature Certificate**

Reference number: QZ5W5-WMNTW-F9UEX-WKS68

#### Signer

Sent:

Viewed:

Signed:

**Kris Throm** 

Shared via link

Email: kthrom@darienil.gov

Timestamp

Signature

Kris Throw

IP address: 50.198.19.177 Location: Darien, United States

**Mike Kirsh** 

Email: kirsh@frostsolutions.io

Sent: Viewed: Signed: 16 Dec 2022 21:43:21 UTC 16 Dec 2022 21:43:22 UTC 19 Dec 2022 14:56:08 UTC

16 Dec 2022 21:43:21 UTC

19 Dec 2022 13:03:15 UTC

19 Dec 2022 13:03:46 UTC

Mike Kirsh IP address: 98.206.25.46

Location: Chicago, United States

Document completed by all parties on: 19 Dec 2022 14:56:08 UTC

Page 1 of 1



Signed with PandaDoc

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# <u>AGENDA MEMO</u> Municipal Services Committee May 22, 2023

## **ISSUE STATEMENT**

A resolution authorizing the purchase of the following items:

Coats MAXX80220 Tire Changer Coats 15003DA Tire Balancer Coats 800525 Wheel Lift to Balancer Coats 113277C Light Truck Cone Kit Coats 5610104 Pin Plate Tiger Tool King Pin Press

from NAPA Auto Parts in an amount not to exceed \$26,685.00.

## **BACKGROUND/HISTORY**

The FY 23/24 Budget includes funds for the replacement of the tire changer machine and tire balancer. The machines are approximately 23 years in age and have served their useful life. The tire changer currently leaks air from multiple seals and the internal bushings are worn on both pieces of equipment. The tire changer and balancer are two independent pieces of equipment and both are required; to changeout tires and balance the tire on the rim. The proposed tire changer and balancer has improved with technology and will allow for up to 26-inch truck tires to be changed out whereas the current equipment is limited.

Additional items that are requested for the tire changer and balancer are the following:

- Wheel Lift To Balancer-automated power lift to assist in lifting/lowering rims with tires
- Light Truck Cone Kit-Cones are templates to accommodate for various rim sizes
- Pin Plates-jig to adjust for stud patterns

The final item is a king pin press; the King pin press is a specialty tool that is required to for the removal of king pins which are factory pressed into the front axle/steering assembly.

Staff has selected NAPA Auto Parts to supply the following items:

Coats MAXX80220Tire Changer Coats 15003DA Tire Balancer Coats 800525 Wheel Lift To Balancer Coats 113277C Light Truck Cone Kit Coats 5610104 Pin Plate Tiger Tool King Pin Press

NAPA Auto Parts is a vetted vendor through the Sourcewell Purchasing Cooperative, under contract #032521-GPC, for equipment sales to municipalities nationally. See <u>Attachment A</u>.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23-24 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4259	Small Tools & Equipment-Tire Changer	\$15,000.00	\$13,342.50	\$1,657.50
02-50-4815	Equipment-Tire Changer	\$15,000.00	\$13,342.50	\$1,657.50
Total		\$30,000.00	\$26,685.00	\$3,315.00

The items being replaced will be declared as surplus equipment and will be presented under a future separate agenda memo.

## **STAFF RECOMMENDATION**

Staff recommends authorizing the purchase A resolution authorizing the purchase of the following items:

Coats MAXX80220Tire Changer Coats 15003DA Tire Balancer Coats 800525 Wheel Lift To Balancer Coats 113277C Light Truck Cone Kit Coats 5610104 Pin Plate Tiger Tool King Pin Press

from NAPA Auto Parts in an amount not to exceed \$26,685.00.

## **ALTERNATE DECISION**

As recommended by the Committee.

## **DECISION MODE**

This item will be on the June 5, 2023 City Council agenda for formal consideration.



# NAPA Auto Parts Sourcewell Pricing Discount 1/1/2022

	Category Description	Category Discounts
1.	Air Conditioning	52%
2.	Alternators and Starters	53%
3.	Batteries	46%
4.	Bearings, Ball and Roller	55%
5.	Belts and Hoses	48%
6.	Brakes	56%
7.	Electrical and Ignition	52%
8.	Emissions, Sensors and Exhaust	54%
9.	Engine and Drive Train	52%
10.	Filters, Oil, Gas, Air and Transmission	72%
11.	Gaskets and Seals	50%
12.	Heating and Cooling (Engine)	53%
13.	Lamps, Lighting and Mirrors	53%
14.	Oils, Chemicals, Fluids and Lubricants	52%
15.	Pumps, Fuel and Water	52%
16.	Suspension, Shocks, Struts and Steering	52%
17.	Wipers/Washers	59%
18.	Winter Accessories	54%
19.	General Automotive Parts	50%
20.	Automotive Repair Shop Supplies and Equipment/Tools (e.g., cleaning supplies, wrenches, etc.)	46%

032521-GPC



## Solicitation Number: RFP #032521

## CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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 Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor 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 May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model or remanufactured to OEM standards. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor'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. All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event that any Product or Equipment does not conform to the manufacturer's warranty, the Member may return such Product or Equipment to Vendor and Vendor will process the Member's warranty claim with the manufacturer of the defective Product or Equipment. After the manufacturer has accepted the claim from Vendor, Vendor, as the Member's sole and exclusive remedy and Vendor's sole liability, shall either, at its option: (i) replace the defective Product or Equipment; or (iii) issue a credit or refund for the price of the Product or Equipment.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

#### **David Fell**

From: Sent: To: Subject: Don Lachance <Don\_Lachance@genpt.com> Tuesday, May 9, 2023 2:04 PM Nicholas Trout; David Fell; Jill Park; Tim Scanlan Re: [EXT] RE: contract source

Absolutely,

Bill, Please let me know if you have any questions.

Thank You, Don

Get Outlook for iOS

From: Nicholas Trout <Nicholas.Trout@sourcewell-mn.gov>
Sent: Tuesday, May 9, 2023 2:46 PM
To: David Fell <dfell@darienil.gov>; Jill Park <Jill.Park@sourcewell-mn.gov>
Cc: Don Lachance <Don\_Lachance@genpt.com>
Subject: [EXT] RE: contract source

**External Email:** This is an EXTERNAL email do not click links or open attachments unless you know the content is safe. Please use caution with Urgent Requests.

Hi David,

Thanks for reaching out.

The pricing on the contract is based on a category discount from list. <u>https://files.sourcewell.org/public/Shared%20Documents/Solicitations/032521-10361/032521-GPC/Additional%20Documents/032521-GPC%20-%20Pricing%20Information.pdf.</u>

I have cc'd Don LaChance from Napa to this email. Don, can you work with David and the local dealer to make sure he can verify the discount he's receiving matches the contract?

Thank you.

Nick Trout Supplier Development Administrator

Office: 218-895-4129 | Cell: 218-296-2565 Website: sourcewell-mn.gov



From: David Fell <dfell@darienil.gov>
Sent: Tuesday, May 9, 2023 1:07 PM
To: Jill Park <Jill.Park@sourcewell-mn.gov>
Cc: Nicholas Trout <Nicholas.Trout@sourcewell-mn.gov>
Subject: RE: contract source

#### **EXTERNAL**

Hi Jill, Do the sourcewell NAPA quote I received usually have the discount called out on the quote, I don't see detailed pricing discounts per Item in the contract documents.

From: Jill Park <<u>Jill.Park@sourcewell-mn.gov></u> Sent: Tuesday, May 2, 2023 1:53 PM To: David Fell <<u>dfell@darienil.gov></u> Cc: Nicholas Trout <<u>Nicholas.Trout@sourcewell-mn.gov></u> Subject: RE: contract source

Hi David,

Per our telephone conversation, below are the current NAPA contract numbers that replaced the old contracts, along with links to the landing pages:

- NAPA contract #062916-GPC was replaced with NAPA contract #032521-GPC
- NAPA contract #061015-GPC was replaced with <u>NAPA contract #110520-GPC</u>

All contract documents are under the "Documents" tab on the landing page. Please let me know if you have any questions or if you need any further information.

Thank you!

Jill Park | Supplier Development Specialist

Office: 218-895-4181 Website: www.sourcewell-mn.gov



From: David Fell <a href="mailto:sent:Tuesday"></a> Sent: Tuesday, May 2, 2023 1:44 PM To: Jill Park <a href="mailto:sent:Jill.Park@sourcewell-mn.gov">Jill.Park@sourcewell-mn.gov</a> Subject: contract source

#### EXTERNAL

Hi here is the quote I received.

MEMO

#### A RESOLUTION AUTHORIZING THE PURCHASE OF THE FOLLOWING ITEMS: COATS MAXX80220 TIRE CHANGER, COATS 15003DA TIRE BALANCER, COATS 800525 WHEEL LIFT TO BALANCER, COATS 113277C LIGHT TRUCK CONE KIT, COATS 5610104 PIN PLATE, TIGER TOOL KING PIN PRESS, FROM NAPA AUTO PARTS IN AN AMOUNT NOT TO EXCEED \$26,685.00

# 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 purchase the following items: Coats MAXX80220 Tire Changer, Coats 15003DA Tire Balancer, Coats 800525 Wheel Lift to Balancer, Coats 113277C Light Truck Cone Kit, Coats 5610104 Pin Plate, Tiger Tool King Pin Press, from NAPA Auto Parts in an amount not to exceed \$26,685.00, a copy of which is attached hereto as "Exhibit <u>A</u>" 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 5<sup>th</sup> day of June, 2023.

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of June, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Napa Auto Parts 700 Enterprise Ct Naperville Il 60540 630 305 4666 <u>Thomas\_slodkowski@napastore.com</u> CUSTOMER

City of Darien Public Works 1041 S Frontage Rd Darien, IL 60561 630-997-0003 Attn Tom

Date:

Sourcewell contract\_numbers #032521-GPC, #061015-GPC

DESCRIPTION	TAXED	AMOUNT
Coats MAXX80220 Tire changer		\$11,899.00
Coats 15003DA Tire balancer		\$8,999.00
Coats 800525 wheel lift to balancer		\$1,213.00
Coats 113277C Light truck cone kit		\$355.00
Coats 5610104 pin plates		\$2,370.00
Tiger Tool King Pin press		\$1,849.00
	Subtotal	<u>\$26,685.00</u>
Customer will be killed often indicating acceptance of this sucto	Taxable	2
. Customer will be billed after indicating acceptance of this quote	Tax rate	
2. Payment will be due prior to delivery of service and goods	Tax due	
3. Please fax or mail the signed price quote to the address above	Other	-
Customer Acceptance (sign below):	TOTAL	\$ 26,685.00
ĸ		
Print Name:		

If you have any questions about this price quote, please contact Thomas Slodkowski 815-641-8109 thomas\_slodkowski@napastore.com Thank You For Your Business!

#### RES

DATE	1/2/2023
QUOTE #	20233
CUSTOMER ID	5661
VALID UNTIL	5/30/2023

## AGENDA MEMO Municipal Services Committee May 22, 2023

#### **ISSUE STATEMENT**

A motion authorizing Staff and vendors to complete specific safety tasks and landscape restoration at 1640 Royal Oak Drive-fronting Frontage Road in an amount not to exceed a total project cost of \$26,500

#### AND INCLUSIVE OF

A <u>resolution</u> accepting a proposal from The Hidden Gardens for the purchase of 45 6-foot high Wintergreen Arborvitaes to be placed at 1640 Royal Oak Drive-fronting Frontage Road in an amount not to exceed \$8,325

AND

A <u>resolution</u> accepting a proposal from Peerless Fence for the fence materials and installation of vinyl covered 3-foot high cyclone fence to protect against falls adjacent to Carriage Greens Golf Course, 1600 Block fronting Frontage Road in an amount not to exceed \$9,240.

#### **BACKGROUND**

Recently Staff has been requested to review an ongoing concern regarding the bush line and encroachment on Frontage Road adjacent to the sidewalk, at the subject property, see Attachment A (16 pgs.-correspondence & pictures of the concern). The exiting bush line provides the residential development a privacy screening and continues to overgrow onto the sidewalk causing a potential safety issue to pedestrians. The sidewalk was installed by the City of Darien in approximately 1987 and is under City responsibility for maintenance. The condominiums were constructed prior to the sidewalk and would appear that the landscaping, bush line was planted during the development. The property line/bush line is approximately 6-inches to 1- foot to the north of the sidewalk. A notice of violation was sent to the property last year for the overgrowth. The HOA complied in cutting back the overgrowth. The concern remains that any additional cutting back will expose a barren bush line and will remain aesthetically unpleasing. There is an additional area consisting of approximately 45 feet that requires the removal of make shift deteriorated metal fencing/panels and protruding steel bars/pipes. The Illinois Department has been notified and to date Staff has not received any response. Typically, when a sidewalk is installed on Frontage Road, there is an agreement with IDOT that the local jurisdiction has maintenance responsibility.

The scope of work includes the following:

Remove all steel protrusions

Remove 2 ft. of concrete parking lot for approximately 65 ft. at the parking lot behind bush line Grade the existing area for sheet flow over sidewalk to the existing ditch

Remove the existing bush line

Add topsoil for the planting of 45 6-foot Wintergreen Arborvitae

Topsoil, seed and blanket all disturbed areas

The City would purchase the 45 six-foot-high Wintergreen Arborvitae from The Hidden Gardens, located locally. The owner of The Hidden Gardens is a Darien resident and provides the City

1600 Block of Frontage Road Sidewalk Safety May 22, 2023 Page 2

wholesale pricing along with a one-year guarantee. The City will work with JC Landscaping to assist with the planting of the trees.

The second concern is in regards to the existing wood fence and posts immediately west of the above location. Adjacent to the fence is a sidewalk to the south and to the north, a drop off of about 15-feet. The area is part of the Sawmill Creek/Wards Creek watershed creek and storm water has caused severe erosion within the area. Again, the sidewalk was installed by the City in approximately 1987 and it is unknown who installed the wooden fence. The wooden split rail fence is not an appropriate method to protect the drop off.

The scope of work for the proposed is as follows: Remove the wooden posts and rail components Install approximately 220 lineal feet of a 3-foot-high vinyl cyclone fence

Staff has been unable to secure quotes for commercial fences from companies due to their schedules, with the exception of Peerless Fence. The current wait time for a quote is 3-4 weeks.

**<u>Attachment B</u>** is cost estimate in an amount not to exceed a total project cost of \$26,500. The 23/24 Budget does not include funds for the requested project. Funding for the project may be considered from the following account:

ACCOUNT	ACCOUNT	FY23-24	PROPOSED
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE
01-30-4810	Capital-Improvements	\$-0-	\$26,500

#### **STAFF RECOMMENDATION**

A motion authorizing Staff and vendors to complete specific safety tasks and landscape restoration at 1640 Royal Oak Drive-fronting Frontage Road in an amount not to exceed a total project cost of \$26,500

#### AND INCLUSIVE OF

A resolution accepting a proposal from The Hidden Gardens for the purchase of 45 6-foot high Wintergreen Arborvitaes to be placed at 1640 Royal Oak Drive-fronting Frontage Road in an amount not to exceed \$8,325

#### AND

A resolution accepting a proposal from Peerless Fence for the fence materials and installation of vinyl covered 3-foot high cyclone fence to protect against falls adjacent to Carriage Greens Golf Course, 1600 Block fronting Frontage Road in an amount not to exceed \$9,240.

#### ALTERNATE CONSIDERATION

As directed by the Committee.

#### **DECISION MODE**

This item will be placed on the June 5, 2023 City Council agenda for formal consideration.

#### **Regina Kokkinis**

MEMO

From: Sent:	Dan Gombac Monday, May 15, 2023 2:48 PM
То:	Winesberry, Dionne
Cc:	Johnson, Gregory A; Stumpner, James A; Regina Kokkinis; Mary Sullivan; Bryon Vana; Kris Throm
Subject:	RE: North Frontage Rd Golf Course-1640 Royal Oak

Is there any disposition on the issue below?

From: Stumpner, James A <James.Stumpner@illinois.gov>
Sent: Tuesday, March 7, 2023 7:22 AM
To: Winesberry, Dionne <Dionne.Winesberry@illinois.gov>
Cc: Johnson, Gregory A <Gregory.Johnson@illinois.gov>; Dan Gombac <dgombac@darienil.gov>
Subject: FW: North Frontage Rd Golf Course-1640 Royal Oak

Please have this checked out and take the appropriate action.

Thank you, Jim

From: Dan Gombac <dgombac@darienil.gov>
Sent: Monday, March 6, 2023 2:56 PM
To: Stumpner, James A <<u>James.Stumpner@illinois.gov></u>
Cc: Kelly Glisan <<u>uhgkglisan@sbcglobal.net</u>>; Mary Sullivan <<u>MSullivan@darienil.gov</u>>; EXT City, Darien
<<u>bvana@darienil.gov</u>>; Kris Throm <<u>kthrom@darienil.gov</u>>; Joe Marchese <<u>imarchese@darienil.gov</u>>; Jordan Yanke
<<u>iyanke@darienil.gov</u>>; Lisa Klemm <<u>LKlemm@darienil.gov</u>>
Subject: [External] FW: North Frontage Rd Golf Course-1640 Royal Oak

Good afternoon Jim,

Attached are additional concerns on North Frontage Rd form Resident Kelly Glisan, concerning safety hazards adjacent to the existing sidewalks. Specifically there are two areas: The first issue fronts the Carriage Greens Golf Course where this is a split rail fence that requires replacement. It appears that further eroision has caused part of the split rial to collapse. The drop off is approximately up to 10 feet in depth. Please note while the City has attempted to mitigate through the property mainteace code to have the bush line trimmed back, they need to be removed from the ROW. There are several trees that require trimming or removal within the quadrant.

The second issue fronts the property at 1640 Royal Oak Road. The area is depicted below and there are ongoing issues that need to be adressed and further listed below.

Both of the items need immediate attention. Please ket me know if any additional assiatance is required.

Sincerely,

Daniel Gombac Director of Municipal Services

# 640 ROYAL OAK RD

# **BUSH LINE -NEEDS TO BE REMOVED**

MULTIPLE PROTRUDING IRON RODS AND PINS NEED TO BE REMOVED -FOOT HIGH METAL CORRUGATED WALL NEEDS TO BE REMOVED GRADING NEEDS TO BE COMPLETD BEHIND SIDEWALK AND TURF NEEDS TO BE ESTABLISHED TO MITIGATE PROISION CARRIAGE GREENS GOLF COURSE STORM SEWER NEEDS TO BE PLACED UNDER SIDEWALK TO ADRESS EROISION CONTROL

SEE PURPLE LINEL

SPLIT RAIL FENCE FAILING

Click to add a point punty of DuPage, County of Will, Esri Canada, Esri, HERE, Garm (Prose CTD)

From: Jordan Yanke <<u>iyanke@darienil.gov</u>>
Sent: Monday, March 6, 2023 10:28 AM
To: Dan Gombac <<u>dgombac@darienil.gov</u>>
Cc: Kris Throm <<u>kthrom@darienil.gov</u>>; KARYN BYRNE <<u>karynbyrne1@comcast.net</u>>
Subject: RE: Automatic reply: Code Enforcement Officer Requests

Dan-See email attached from resident.

In short, we required HOA to cut back sidewalk hedge last year and can have them cut it back again if it has grown over walkway. Other part of it is the referenced <u>split-rail fence</u>, <u>deadtrees</u>, <u>and exposed rebar</u> further west that may be for Public Works... not sure what outcome was on field review below. Can you advise on that and on question regarding liability insurance per resident's email?





#### Jordan Yanke

Senior Planner 1702 Plainfield Road, Darien, IL 60561 Email: <u>jyanke@darienil.gov</u> Office: (630) 353-8113 | Connect with the City of Darien!

From: Dan Gombac <dgombac@darienil.gov>
Sent: Thursday, November 3, 2022 12:57 PM
To: Jordan Yanke <jvanke@darienil.gov>
Subject: Re: Automatic reply: Code Enforcement Officer Requests

Need to field review

On Nov 3, 2022, at 12:08 PM, Jordan Yanke <<u>jvanke@darienil.gov</u>> wrote:

Dan – Circling back on this as I am sure these items will be brought up again soon (see attached). Do you know if Public Works will address the highlighted items below or are they for another entity?

Thanks.

#### Jordan Yanke

Senior Planner 1702 Plainfield Road, Darien, IL 60561 Email: jyanke@darienil.gov Office: (630) 353-8113 | Connect with the City of Darien! From: Jordan Yanke
Sent: Friday, September 30, 2022 12:13 PM
To: Dan Gombac <<u>dgombac@darienil.gov</u>>; Kris Throm <<u>kthrom@darienil.gov</u>>; 'KARYN BYRNE'
<<u>karynbyrne1@comcast.net</u>>
Subject: RE: Automatic reply: Code Enforcement Officer Requests

All – More on Frontage Road (see below/attached). Looping everyone in so we are all on same page.

The "retaining wall" is being handled through violation letters and the bushes were trimmed. <mark>What or who is responsible</mark> for the wooden posts, exposed rebar further west of retaining wall, and dead trees, which are all within IDOT right-ofway?

#### Jordan Yanke

Senior Planner 1702 Plainfield Road, Darien, IL 60561 Email: <u>jyanke@darienil.gov</u> Office: (630) 353-8113 | Connect with the City of Darien!

From: Kelly Glisan <<u>uhgkglisan@sbcglobal.net</u>>
Sent: Monday, September 26, 2022 2:40 PM
To: Jordan Yanke <<u>iyanke@darienil.gov</u>>
Subject: Re: Automatic reply: Code Enforcement Officer Requests

There is a defective second wooden post about 15 feet down from the defective one in the death zone. The drop off for the second defective one is only about 10 feet down. The one you have in the picture is about 30 foot into gushing deep tunnel water.

From:Kelly Glisan <<u>uhqkglisan@sbcglobal.net</u>>
Sent: Wednesday, September 21, 2022 4:45 PM
To: Jordan Yanke <<u>jyanke@darienil.gov</u>>
Subject:Re: Automatic reply: Code Enforcement Officer Requests

Jordan;

Thanks for all you do!

The giant road kill in middle of road waspicked up.

The condo did trim their bushes this afternoon.

However when you go Friday, you will see at about a 3 foot to 6 foot level they still encroach on the sidewalk about 8 inches.

Now that is somewhat tenable, until a week or two later when it rains those shrubs will go straight out and they grow fast to again encroach about half the sidewalk. I recommend letting the condo association know they should cut back about 2 inches from sidewalk to a height of 6 feet and then every couple week just cut the shoots that grow out horizontal.

Their exposed rebar, just take a length of black gas pipe, put over the rebar and bend it back. That should work I think it would. If not hit it with a torch and then bend it with a length of gas pipe, or they could replace the missing metal barrier and do it right.

As long asyou are there if you walkdown 30 feet to the wooden railsprotecting the steep drop off into the deep tunnel water flow you will see two support pillars for the rail are broken in half, if a childpushes against the rail to take a look, it will give and they may tumble down.

Lastly there are some standing, totally dead trees aligning the golf course fence before the wooden fence. Sooner or later they will fall, maybe on someone or a car, it may be prudent to give them a push to knock them down and remove.

Again, thanks for all you do for the community.

Kindest Regards,

Kelly

From:Kelly Glisan <<u>uhgkglisan@sbcglobal.net</u>>
Sent: Tuesday, September 20, 2022 6:35 PM
To: Jordan Yanke <<u>jyanke@darienil.gov</u>>
Subject:Re: Automatic reply: Code Enforcement Officer Requests

Jordan,

Just to ensure you have the correct condo address, because the sidewalk is blocked worse than ever.

It is the bushes that are parallel to the sidewalk along North frontage road east of Oldfield about 500 yards. Basically where there are 2 large 3 story buildings. The giant, green electrical box runs the last numbers on the 6 panels .....81 through .......86. The rebar sticking out over the sidewalk has been spray painted orange by the City or some other inspector, yeh catch a bike pedal on that.

If you get the chance, please parkin their rear lot and walkover and take a look. I think I started this complaint in May without results. The bushes should be cut backfrom the sidewalk, not so they are 2 inches, encroachment at the 6 feet

level it is pass/fail, they fail. In some areas they are 30 inches blocking. Frankly I am sick of it. If the current code enforcer is unable or unwilling to address it, please kick it up to Gomback for resolution.

Also, there is a giant dead racoon in the middle of the road on Frontage at about Bailey Roadjust west. Across from that park parking lot. If you could have it picked up. Just a general question, there were probably 15 police that drove by it over 2 days and 30 city vehicles. When there is roadkill in the middle of the road, does anyone that works for the city call it in or is it always the residents. Just wondering, because if a city vehicle observes it then it may be helpful if they call it in. Just sayin;.

On Wednesday, August 10, 2022 at 03:25:56 PM CDT, Jordan Yanke <<u>iyanke@darienil.gov</u>> wrote:

Kelly -

As an update, we are sending an additional violation notice for the remaining vegetation that is protruding. The violation notice will mandate compliance by next Tuesday (08/16). We will inspect again at that time and take further action if needed.

Jordan Yanke

Senior Planner 1702 Plainfield Road, Darien, IL 60561

Email: jyanke@darienil.gov

Office: (630) 353-8113

Connect with the City of Darien!

From: Kelly Glisan <<u>uhqkqlisan@sbcqlobal.net</u>>
Sent: Monday, August 8, 2022 11:03 AM
To: Jordan Yanke <<u>jvanke@darienil.gov</u>>
Subject: Re: Automatic reply: Code Enforcement Officer Requests

Jordan,

I saw where the bushes were cut parallel to the sidewalk by the condo building on Frontage road by the electrical box on Frontage Road.

From the street it may look acceptable. I would askyou to park your city vehicle and go to the sidewalkin front of those bushes. It is pretty much a binary choice, is it pass or fail consistent with the city standards?

In my opinion it is an unquestionable fail. At 4 foot some of the bushes still extend over the plane of the sidewalk by 6 to 8 inches. If you concur, please escalate and have the city do it and do it right or provide the condo association a 3 day notice before you send your own crew and bill them.

As mentioned, I feel myself and my handicapped daughter have the right to travel down the sidewalk unimpeded to take an eye out with bushes there extending past the sidewalk.

Regards,

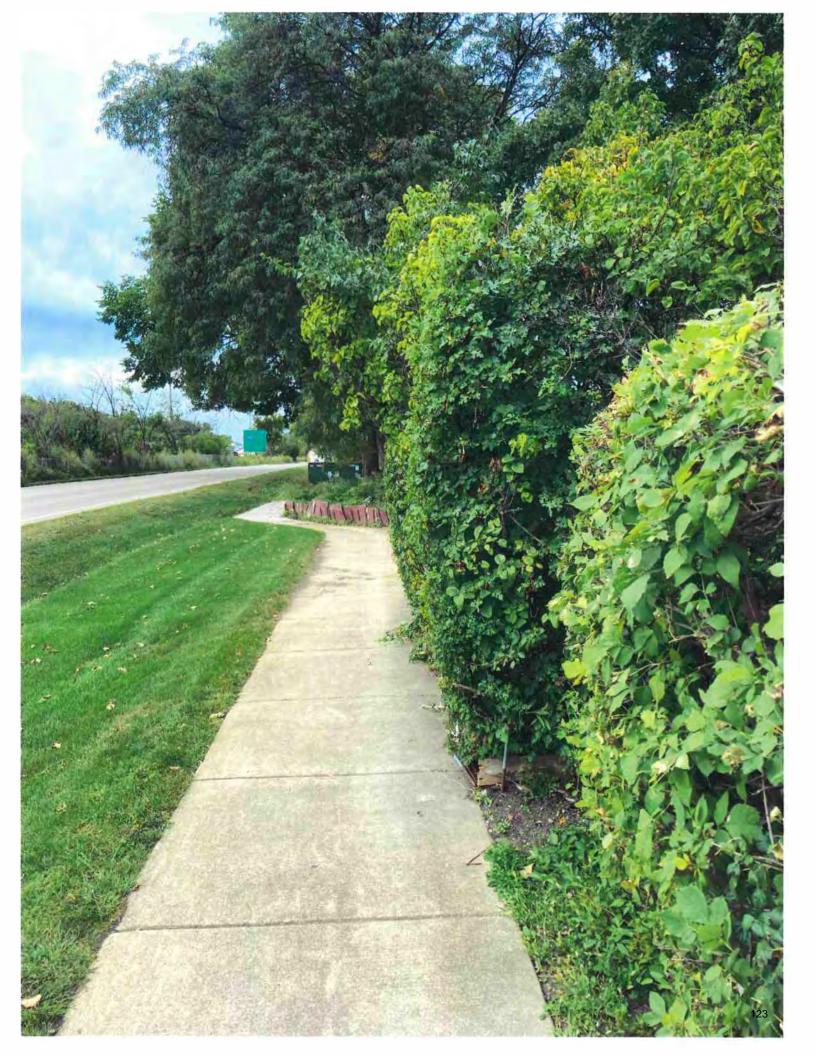
Kelly Glisan 630-479-0309

On Wednesday, July 27, 2022 at 02:51:01 PM CDT, Jordan Yanke < iyanke@darienil.gov > wrote:

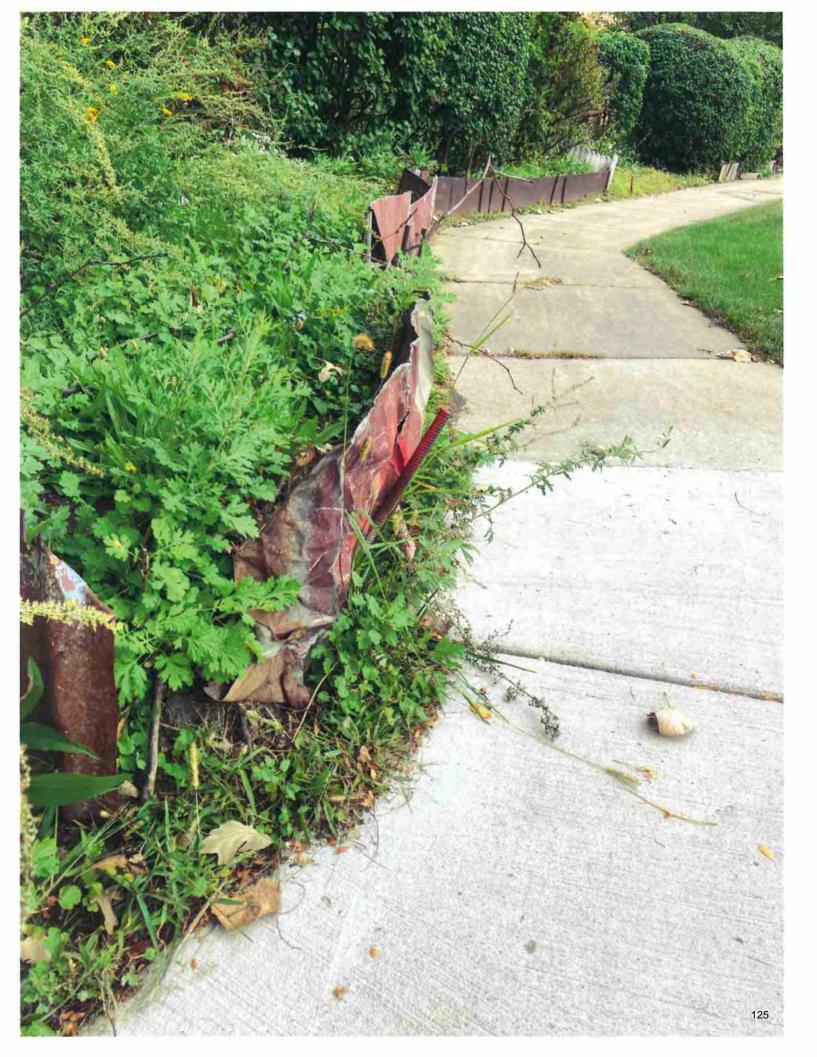
I AM CURRENTLY OUT OF THE OFFICE. IF YOU NEED IMMEDIATE ASSISTANCE, PLEASE CONTACT CITY HALL AT (630) 852-5000.

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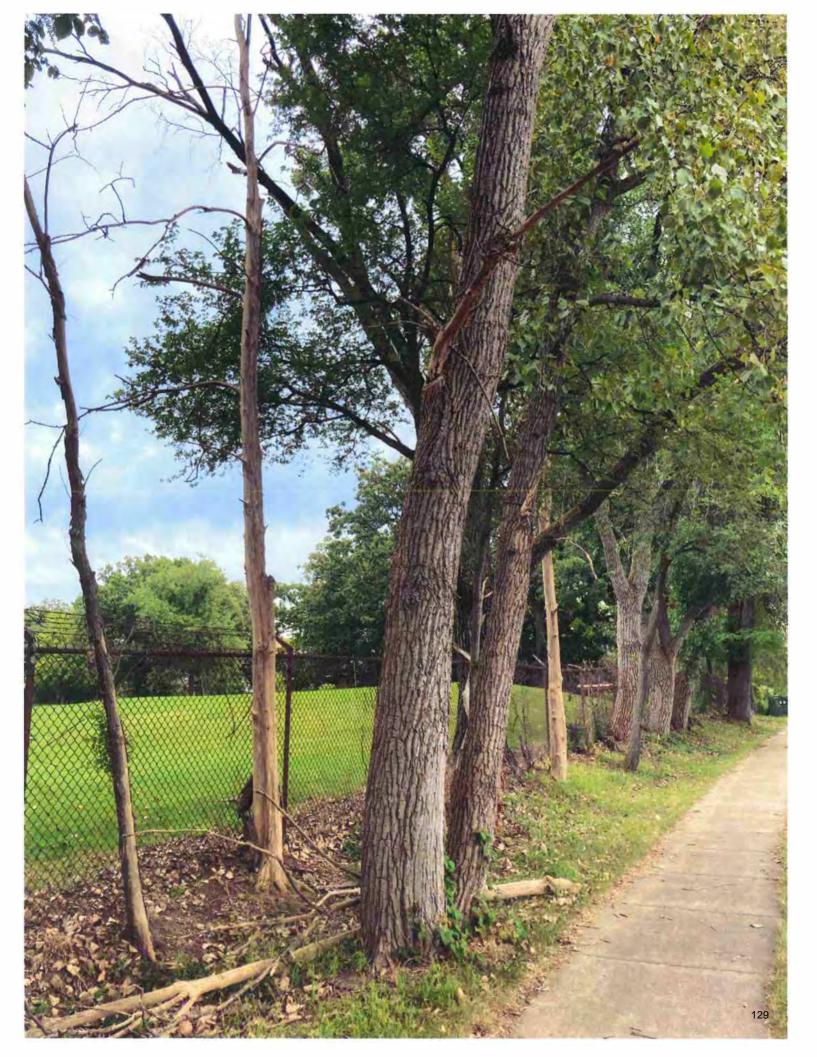














MEMO

JOB LOCATION						L OAK DRIVE ACTUAL		
DESCRIPTION 12-INCH PIPE SDR26 16-INCH PIPE SDR26	<b>QUANTITY</b> 0 0	UNIT LINEAL FT LINEAL FT	UN \$ \$	<b>NIT PRICE</b> 32.25 61.20		<u>-</u>	FINAL COST     \$     -	AWARDED VENDOR
CMP 12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$	14.23	\$ -	-	\$ -	
15-INCH CULVERT METAL PIPE 18-INCH CULVERT METAL PIPE	0	LINEAL FT LINEAL FT	\$	19.13 22.76		-	<u>\$</u> -	
24-INCH CULVERT METAL PIPE 42-INCH CULVERT METAL PIPE	0	LINEAL FT LINEAL FT	\$ \$	23.45 61.56	\$ -	-	<mark>\$ -</mark>	
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6-INCH HDPE PIPE WITH SOCK N12 12-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT LINEAL FT	\$ \$	8.70 7.90	\$ -		<mark>\$ -</mark> \$ -	
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24-INCH HDPE 36-INCH HDPE	0 0	LINEAL FT LINEAL FT	\$ \$	25.00 46.22	\$ -	-	\$ - \$ -	
12-INCH BAND HDPE 15-INCH BAND HDPE	0	EACH EACH	\$ \$	15.50 25.00		-	\$ - \$ -	
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12x12 GARDEN INLETS 2 HOLES 12x12 GARDEN INLETS 2 HOLES	0	EACH EACH	\$	34.00 53.00	\$ \$ \$		\$\$ \$\$	
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IRON STRUCTURES BEEHIVE GRATE EAST JORDAN 6527	0	ЕАСН	\$	209.40		-	<u>\$</u> -	
EJ 7000 WITH M112 CURB FRAME ROLL TYPE NAPERVILLE STYLE	0	EACH	\$	490.10	\$ -	-	\$ -	
MANHOLE STRUCTURES CUSTOM	0	EACH	\$	10,000.00	\$ -			
CONCRETE STRUCTURES 2 X 18 INLET 2 X 24 INLET	0	EACH EACH	\$	163.00 151.20		-	\$ - \$ -	
2 X 24 INLET 2 X 30 INLET 2 X 36 INLET		EACH EACH EACH	\$ \$ \$	204.40 204.40	\$ -	-	<mark>\$ -</mark> \$ -	
RINGS CONCRETE FLATWORK	0	EACH	\$	38.00			\$-	
CURB AND GUTTER	0	LINEAL FT	\$	29.00	\$ -	-		
SIDEWALK	0	SQ FT	\$	8.25				
APRONS APRONS TOTAL LENGTH (FT)=		SQ FT	\$	4.50	\$	-	\$ - \$ -	
WIDTH (FT)= AREA (SY)= SEALER		SQ FT	\$	4.50	\$ -	-	\$ - \$ -	
ASPHALT BITUMINOUS APRON/STREET CROSSING-SURFACE	0	SQ YD	\$	50.50	\$ -		\$ -	
TOTAL LENGTH (FT)= WIDTH (FT)= AREA (SY)=	0 0					- - - -	\$     -       \$     -       \$     -       \$     -	
TOP SOIL-MATERIAL TOTAL LENGTH (FT)= WIDTH (FT)=	10 165	CUBIC YARD	\$	16.00	\$ 160.00		\$ - \$ - \$ -	
AREA (CY)= TOP SOIL-MATERIAL	10 0	CUBIC YARD	\$	16.00	\$ -	-	• - • -	
TOTAL LENGTH (FT)= WIDTH (FT)= AREA (CY)=	0 0				¢	- -	<mark>\$ -</mark> <u>\$ -</u> \$ -	
TOP SOIL-INSTALLED TOTAL LENGTH (FT)= WIDTH (FT)= AREA (CY)=	6	CUBIC YARD	\$	40.00	\$ -		\$ - \$ - \$ - \$ -	
TOP SOIL-INSTALLED TOTAL LENGTH (FT)=	0 0	CUBIC YARD	\$	40.00	\$-		\$ - \$ -	
WIDTH (FT)= AREA (CY)= SOD-INSTALLED	0 0	SQUARE YARD	\$	11.00	\$ -		<mark>\$ -</mark> \$ -	
TOTAL LENGTH (FT)= WIDTH (FT)= AREA (SF)=	6					-	\$ - \$ - \$ -	
SOD-INSTALLED TOTAL LENGTH (FT)= WIDTH (FT)=	0	SQUARE YARD	\$	11.00	\$	-	\$ - \$ - \$ -	
AREA (SF)= STONE GRADE 8-CA-6 TOTAL LENGTH (FT)=	0	TON	\$	15.65	\$ -	-	<mark>\$ -</mark> \$ - \$ -	
WIDTH (FT)= AREA (SY)= STONE GRADE CA-7	0	TON	\$	21.50	\$ -		\$ - \$ - \$ -	
STONE GRADE CA-7 TOTAL LENGTH (FT)= WIDTH (FT)= AREA (SY)=	0 3		Ψ	£1.JU	-	-	\$     -       \$     -       \$     -       \$     -	
STONE GRADE CA-7 TOTAL LENGTH (FT)= WIDTH (FT)=	0 0	TON	\$	21.05	\$-	-	\$ - \$ - \$ -	
ANALYTICAL TESTING		LUMP SUM	\$	20.00	\$ 20.00	-	\$ - \$ -	
DUMP FEES TOTAL LENGTH (FT)= WIDTH (FT)=	165	PER SITE	\$	87.30		-	\$ - \$ - \$ -	
AREA (CY)=	32 0	PER SITE	\$	87.30	\$ -		\$ - \$ -	
TOTAL LENGTH (FT)= WIDTH (FT)= AREA (CY)=	0					-	\$ - \$ - \$ -	
DUMP FEES-SOD CONTAMINATED SPOILS TOTAL LENGTH (FT)= WIDTH (FT)=	0	PER LOAD	\$	200.00	\$ -		<u>\$</u> - \$- \$-	
WIDTH (FT)= AREA (CY)= TRUCKING		PER LOAD	\$	115.00	\$ 345.00	-	<u>\$</u> - <u>\$</u> - \$-	
TRUCKING TREE ARBORVITAES		PER LOAD EACH	\$ \$	115.00 185.00	\$ 8,325.00	-	<mark>\$ -</mark> \$ -	
TREE PLANTING TRAFFIC CONTROL	0	EACH LUMP SUM	\$	110.00 2,500.00	\$ -			
WATERMAIN AND FITTINGS COPPER SERVICE AND COPPER FITTINGS RPZ FENCING SPECIAL 3-EOOT	0	LUMP SUM LUMP SUM	\$ \$ \$	2,000.00 2,500.00	\$ -			
FENCING SPECIAL 3-FOOT SUB-TOTAL COST SUB-TOTAL COST	1	LUMP SUM	\$	10,000.00	\$ 10,000.00 \$ 24,061.90 \$ -	-	\$ - \$ -	
				of Subtotal	<del>\$</del> \$	-	•	
QUALITY STORM SEWER EPA REG	0.00%	EACH	10%	of Subtour				
QUALITY STORM SEWER EPA REG MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG SUB-TOTAL COST REAR YARD		EACH EACH			\$ <u>-</u> \$ 24,061.90	-	#REF! #REF!	
QUALITY STORM SEWER EPA REG MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG SUB-TOTAL COST REAR YARD SUB-TOTAL COST REAR YARD	10.00%	EACH		of Subtotal	\$ 24,061.90 \$ -	-	#REF! #REF! \$ -	
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QUALITY STORM SEWER EPA REG MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG SUB-TOTAL COST REAR YARD SUB-TOTAL COST REAR YARD EXCAVATION-GRADING REMOVAL 4-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE 6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE 6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE 12-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE STRUCTURE REMOVAL 4-INCH CORRUGATED PIPE-INSTALLATION 6-INCH CORRUGATED PIPE-INSTALLATION		EACH PER HR LINEAL FOOT LINEAL FOOT LINEAL FOOT	10%	of Subtotal 500.00 14.00 25.00 30.00 35.00	\$ 24,061.90 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	-	#REF!  #REF!	
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QUALITY STORM SEWER EPA REG MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG SUB-TOTAL COST REAR YARD SUB-TOTAL COST REAR YARD EXCAVATION-GRADING REMOVAL 4-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE 6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE 6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE 12-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE STRUCTURE REMOVAL 4-INCH CORRUGATED PIPE-INSTALLATION 6-INCH CORRUGATED PIPE-INSTALLATION 6-INCH CORRUGATED PIPE-INSTALLATION 6-INCH CORRUGATED PIPE-INSTALLATION 12-INCH PIPE-INSTALLATION 12-INCH PIPE-INSTALLATION 12-INCH PIPE-INSTALLATION 12-INCH PIPE-INSTALLATION		EACH EACH EACH EACH EACH EACH EACH EACH	10%   10%   \$	of Subtotal 500.00 500.00 14.00 30.00 35.00 100.00 14.00 30.00 30.00 30.00	\$ 24,061.90  \$		#REF!         #REF!         \$       -	
6-INCH CORRUGATED PIPE-INSTALLATION 6-INCH CORRUGATED PIPE-INSTALLATION 12-INCH PIPE-INSTALLATION CONTRACT STRUCTURE INSTALL INSTALL 12X12 INLET BOXES OUTSOURCE COST OUTSOURCE COST SUB TOTAL COST		EACH EACH EACH EACH EACH EACH EACH EACH	10% 10% 5	of Subtotal of Subtotal 500.00 14.00 30.00 100.00 14.00 30.00 30.00 30.00	\$ 24,061.90  \$		#REF!         #REF!         \$       -	
QUALITY STORM SEWER EPA REG MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG SUB-TOTAL COST REAR YARD SUB-TOTAL COST REAR YARD EXCAVATION-GRADING REMOVAL 4-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE 6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE 12-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE STRUCTURE REMOVAL 4-INCH CORRUGATED PIPE-INSTALLATION 6-INCH CORRUGATED PIPE-INSTALLATION 7-INCH PIPE-INSTALL		EACH EACH EACH EACH EACH EACH EACH EACH	10% 10% 5	of Subtotal of Subtotal 500.00 14.00 30.00 100.00 14.00 30.00 30.00 30.00	\$       24,061.90         \$       -         \$       24,061.90 </td <td></td> <td>#REF!         #REF!         \$       -</td> <td></td>		#REF!         #REF!         \$       -	

MEMO

#### A RESOLUTION ACCEPTING A PROPOSAL FROM THE HIDDEN GARDENS FOR THE PURCHASE OF 45 6-FOOT HIGH GREEN WINTER ARBORVITAES TO BE PLACED AT 1640 ROYAL OAK DRIVE-FRONTING FRONTAGE ROAD IN AN AMOUNT NOT TO EXCEED \$8,325

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 The Hidden Gardens for the purchase of 45 6-foot high Green Winter Arborvitaes to be placed at 1640 Royal Oak Drive-fronting Frontage Road in an amount not to exceed \$8,325, 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 5<sup>th</sup> day of June 2023.

ABSENT:

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of June 2023.

JOSEPH MARCHESE, MAYOR

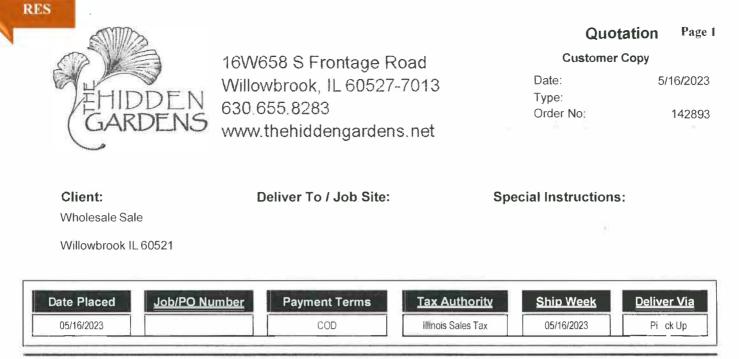
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

Exhibit A



#### Qty ÚоМ Product

6.00ft THUJA WINTERGREEN 45 Ea

#### Unit Price Extended Amt Tx ND WR

\$185.00 \$8325.00

Products Amt
Sub-Total
Sales Tax
Invoice Total

.

\$8325.00 \$8325.00 \$682.75 \$8907.75

Pricing above may not include delivery charge.

MEMO

#### A RESOLUTION ACCEPTING A PROPOSAL FROM PEERLESS FENCE FOR THE FENCE MATERIALS AND INSTALLATION OF VINYL COVERED 3-FOOT HIGH CYCLONE FENCE TO PROTECT AGAINST FALL PROTECTION ADJACENT TO CARRIAGE GREENS GOLF COURSE, 1600 BLOCK FRONTING FRONTAGE ROAD IN AN AMOUNT NOT TO EXCEED \$9,240

# 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 Peerless Fence for the fence materials and installation of vinyl covered 3-foot high cyclone fence to protect against falls adjacent to Carriage Greens Golf Course, 1600 Block fronting Frontage Road in an amount not to exceed \$9,240, a copy of which is attached hereto as "<u>ExhibitA</u>" 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 5<sup>th</sup> day of June 2023.

AYES:			
NAYS:			
ABSENT:	 	 	

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

#### Page 1 of 2

# PEERLESS FENCE

A Division of Peerless Enterprises, Inc. 200 W River Dr \* St. Charles, IL 60174 (630) 584-7710 \* Fax (630) 584-7746



#### Attn: Dan Gombac REVISED Proposal submitted to: City of Darien Phone: Date: 5/15/2023 (630) 353-8106 Street: 1702 Plainfield Road Fax: Job Phone: City, State and Zip Code: Darien, IL 60561 Job Name: 1640 Royal Oak (Frontage Road) Email: dgombac@darienil.gov Date of Plans: Job Location: Darien, IL n/a

We hereby submit specifications and estimates: Furnish and Install:

**OPTION #1:** Galvanized 220' of 3' high galvanized chain link fence Specifications: 2" mesh x 9 gauge galvanized chain link fence fabric 1 5/8" SS-40 galvanized top rail 1 7/8" SS-40 galvanized line posts, driven into the ground approximately 5' deep (spaced 10' o.c. maximum) 2 3/8" SS-40 galvanized end posts, driven into the ground approximately 5' deep PLEASE NOTE: All removals and brush/tree clearing is by others Does NOT include and traffic control **Total** \$8,580.00 **OPTION #2:** Black Vinvl Coated 220' of 3' high black vinyl chain link fence Specifications: 2" mesh x 9 gauge core/8 gauge finish fused bonded black chain link fence fabric 1 5/8" SS-40 black top rail 1 7/8" SS-40 black line posts, driven into the ground approximately 5' deep (spaced 10' o.c. maximum)

2 3/8" SS-40 black end posts, driven into the ground approximately 5° deep-

#### PLEASE NOTE:

All removals and brush/tree clearing is by others Does NOT include and traffic control

#### **Proposal Based on:**

Due to current steel price increases & availability of materials our pricing can only be held for 15 days. Full Day Mobilizations.

Total

\$9,240.00

Spoils spread along the fence line or piled on site. Normal site conditions. Peerless standard safety requirements. Peerless standard certificate of insurance.

Specifications & Quantities Above.

Fence line established by others.

Ability to access fence line with digging equipment and concrete truck.

Private utilities located by others.

Any required grounding by others.

Quoted price is based on the current market cost. We reserve the right to adjust this quote based on market conditions at the time material is ordered and delivered to the job site.

Work perform	med per our current certificate of insurance.	
Exclusions:	Bonds, permits, licenses and fees.	

Payment to be made as follows: Net 30 days upon credit approval.

OWNER MUST OBTAIN ALL PERMITS.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner, on a regular time basis according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance.

Customer hereby assumes full responsibility for the location of the line upon which fence materials are to be installed and locate any and all private cable to include sprinkler systems, electric, septic fields, gas lines, grills, lighting, etc. Peerless Fence to Call J ULL IE.

Brad Knepper Brad Knepper, Commercial Sales

PEERLESS FENCE

Authorized Signature:

Note: we may withdraw this proposal if not accepted within 15 days.

I, THE UNDERSIGNED, HEREBY AGREE THAT IN THE EVENT OF DEFAULT IN THE PAYMENT OF ANY AMOUNT DUE, AND IF THIS ACCOUNT IS PLACED IN THE HANDS OF AN AGENCY OR ATTORNEY FOR COLLECTION OR LEGAL ACTION, TO PAY AN ADDITIONAL CHARGE EQUAL TO THE COST OF COLLECTIONS INCLUDING AGENCY AND ATTORNEY FEES AND COURT COSTS INCURRED AND PERMITTED BY LAWS GOVERNING THESE TRANSACTIONS. ALL PAST DUE ACCOUNTS WILL BE CHARGED AT THE RATE OF 1.5% ON UNPAID MONTHLY BALANCE.

ACCEPTANCE OF PROPOSAL. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance\_\_\_\_\_

Signature\_\_\_\_

Signature

## <u>AGENDA MEMO</u> Municipal Services Committee May 22, 2023

#### **ISSUE STATEMENT**

A <u>resolution</u> accepting a proposal from Superior Road Striping, Inc. at the proposed unit prices, in an amount not to exceed \$20,000.00 for the 2023 Street Striping Program.

#### **BACKGROUND/HISTORY**

The Street Striping Program includes the placement of various thermal plastic quantities for Crosswalks, Only's, Only Arrows, Center Lanes, and Stop Bars for the City's roadways as required throughout the year.

As part of our continuing effort to work with the DuPage Municipal Purchasing Initiative (MPI), municipalities are afforded an opportunity to participate in the joint purchasing of goods and services. This service is specifically for the material and services as it relates to Road Striping. The County of DuPage has recently awarded a contract for the 2023 Pavement Marking Maintenance to Superior Road Striping, Inc. The joint purchasing section allows municipalities to utilize the services of Superior Road Striping, Inc. at the contract bid prices. The proposal from Superior including the unit price bid tab is attached. See <u>Attachment A</u>.

The FY23-24 Budget includes funds for the 2023 Street Striping Program and would be funded from the following line item:

ACCOUNT	ACCOUNT	FY23/24	PROPOSED
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE
03-60-4261	Pavement Striping	\$ 20,000.00	\$ 20,000.00

#### **STAFF RECOMMENDATION**

The staff recommends accepting a proposal from Superior Road Striping, Inc. at the proposed unit prices, in an amount not to exceed \$20,000.00 for the 2023 Street Striping Program.

#### **ALTERNATE CONSIDERATION**

As recommended by the Committee.

#### **DECISION MODE**

This item will be placed on the June 5, 2023 agenda, for formal consideration by the City Council.

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Projec	le County Division of Transportation I: 2023 Pavement Marking Maintenance Sec. No: 23-PVMKG-11-GM f Letting: March 14, 2023 2:00 P.M.	ent Marking Maintenance Sec. No: 23-PVMKG-11-GM		Engineer's Superior Road Striping, Inc. Estimate 1980 N. Hawthorne Ave. Melrose Park, IL 60160		Maintenance Coatings Co. 543 Woodbury St. South Elgin, IL 60177		AC Pavement Striping Co. 695 Church Road Elgin, IL 60123		Precision Pavement Marking Inc.		Marking Specialists Corporation			
Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	19100	\$4.25	81,175.00	\$5.00	95,500.00	\$5.00	95,500.00	\$11.00	210,100.00				
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	18100	\$0.60	10,860.00	\$0.70	12,670.00	\$0.60	10,860.00	\$1.80	32,580.00				
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6*	FOOT	63100	\$0.86	54,266.00	\$1.00	63,100.00	\$1.05	66,255.00	\$2.65	167,215.00				
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	16700	\$1.27	21,209.00	\$1.40	23,380.00	\$1.75	29,225.00	\$3.65	60,955.00				
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	35100	\$1.85	64,935.00	\$2.00	70,200.00	\$2.50	87,750.00	\$5.50	193,050.00				
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	7000	\$4.27	29,890.00	\$5.00	35,000.00	\$5.00	35,000.00	\$11.00	77,000.00				
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	650000	\$0.30	195,000.00	\$0.34	221,000.00	\$0.32	208,000.00	\$0.47	305,500.00				
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	7800	\$5.84	45,552.00	\$6.00	46,800.00	\$6.00	46,800.00	\$11.00	85,800.00		0		0
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	28100	\$0.85	23,885.00	\$0.90	25,290.00	\$0.85	23,885.00	\$1.65	46,365.00		BID		BID
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	14700	\$1.51	22,197.00	\$1.00	14,700.00	\$1.20	17,640.00	\$2.60	38,220.00		ON NO		NO
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	2340	\$2.24	5,241.60	\$1.50	3,510.00	\$2.00	4,680.00	\$3.65	8,541.00		~		~
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	960	\$3.41	3,273.60	\$2.00	1,920.00	\$3.00	2,880.00	\$5.50	5,280.00				
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	650	\$5.86	3,809.00	\$6.00	3,900.00	\$6.00	3,900.00	\$11.00	7,150.00				
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	4200	\$3.10	13,020.00	\$3.25	13,650.00	\$3.00	12,600.00	\$16.95	71,190.00				
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	136100	\$0.43	58,523.00	\$0.50	68,050.00	\$0.55	74,855.00	\$1.65	224,565.00				
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$25.00	12,500.00	\$35.00	17,500.00	\$22.50	11,250.00	\$125.00	62,500.00				
17	REPLACEMENT REFLECTOR	EACH	500	\$11.00	5,500.00	\$10.00	5,000.00	\$10.55	5,275.00	\$115.00	57,500.00				
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	800	\$0.60	480.00	\$1.00	800.00	\$2.00	1,600.00	\$2.50	2,000.00				
	Bidder's Proposal for making Entire Improvements Quantities shown above include Base			\$651,3	16.20	\$721,9	70.00	\$737,9	955.00	\$1,655,	511.00		\$0.00		\$0.00
	Quantities shown above include Base Base Bid only	DIQ + Alte	anates C	\$419.384.32	\$419.384.32	\$474.410.57	\$474.410.57	\$485,560,51	\$485.560.51	\$1.148.742.16	\$1.148.742.16	[	r 1	<u>г</u>	
	Alternate C: Base Bid + Alternate C			\$18.666.34	\$438.050.66	\$21,214,38	\$495.624.95	\$21.077.54	\$405,500.51	\$38.994.14	\$1,148,742.10				

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#### Local Public Agency Formal Contract



# Contractor's Name Superior Road Striping, Inc. Contractor's Address Ci ty State 1980 N. Hawthorne Ave. Metrose Park

#### STATE OF ILLINOIS

Loca Public Agency	County	Section Number
County of DuPage	DuPage	23-PVMG-11-GM
Street Name/Road Name	<u>ر T</u>	pe of Funds
2022 Pavement Marking Maintenance	M	otor Fuel Tax
CONTRACT BOND (when required)		

For a County and Road District Project	For a Municipal Project
Submitted/Approved	Submitted/Approved/Passed
Highway /Commissioner Signature Date	Signature Date
Submitte d/Approved	Official Title
Christophin Inydin 5110123	Department of Transportation         Concurrence in approval of award         Regional Engineer Signature    Date



#### **Contract Bond**

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liber
IKG-11-GM
441

Four Hundred Ninety Five Thousand Six Hundred Twenty Four Dollars and 95/100

Dollars (<u>\$495,624.95</u>) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

W, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective

agents this	21st day of		April, 2023	
	Day		Month and Year	

	FRINCIFAL
Company Name	Company Name
Superior Road Striping, Inc.	
Ву	Ву
Signature & Date	Signature & Date
Joan Yario President	Josephen
Attest	Attest
Signature & Date	Signature & Date
seph Yario VP, Treasurer	
(If PRINCIPAL is a joint venture of two or more contractor affixed.)	ors, the company names and authorized signature of each contractor must be

#### PRINCIPAL

#### STATE OF Illinois COUNTY OF DuPage a Notary Public in and for said county, do hereby certify that I, Sandra DeHoyos Notary Name Joan Yario and Joseph Yario Insert name of Individuals signing on behalf of PRINCIPAL who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth. Given under my hand and notarial seal this Official Seal Notary Public Signature & Date Sandra Dehoyos Notary Public State of Illinois My Commission Expires 02/23/2024 (SEAL) Date commission expires February 23, 2024 Sandra DeHoyos SURETY INS APORA Name of Surety Title SEA 1986 Atlantic Specialty Insurance Company By: Jodie Sellers, Attorney-in-Fact **STATE OF Illinois** COUNTY OF Cook a Notary Public in and for said county, do hereby certify that Donna Irigoyen Notary Name Jodie Sellers, Attorney-in-Fact Insert name of Individuals signing on behalf of SURETY who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth. Given under my hand and notarial seal this 21st day of April, 2023 Month, Year Day DONNA IRIGOYEN OFFICIAL SEAL Notary Public Signature & Date Notary Public - State Of Illinois My Commission Expires (SEAL July 13, 2025 Date commission expires July 13, 2025 Donna Irigoyen Approved this dav of Dav Month, Year Attest: Awarding Authority Local Public Agency Clerk Signature & Date Awarding Authority Signature & Date

Page 2 of 2

Clerk

Local Public Agency

Completed 02/17/23

BLR 12321 (Rev. 01/19/23)



## **Power of Attorney**

Surety Bond No: 800114614

Principal: Superior Road Striping, Inc. Obligee: County of DuPage

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.

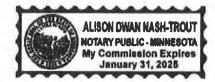


mejonam

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Jism Narklin

Notary Public

Bν

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated\_21st\_day of \_\_\_\_\_ April, 2023\_



VL

Christopher V. Jerry, Secretary





1980 N. Hawthome Ave.	Melrose Park	IL	60160
Contractor's Address	City	State	Zip Code
Superior Road Striping, Inc.			
Jontractor's Name			

#### STATE OF ILLINOIS

Local Public Agency	County	Section Number	
County of DuPage	DuPage	23-PVMG-11-GM	
Street Name/Road Name		Type of Funds	
2023 Pavement Marking Maintenance		Motor Fuel Tax	
CONTRACT BOND (when required)	1.		

For a County and Road Dis	trict Project	For a Mun	icipal Project
Submitted/Approve	d	Submitted/App	proved/Passed
Highway Commissioner Signature	Date	Signature	Date
Submitted/Approve		Official Title	
County Engineer/Superintendent of High	ways Date	Department of	of Transportation
		Concurrence in approval o	of award
		Regional Engineer Signature	Date

Local Public Agency	Local Street/Road Name		County	Section Number
County of DuPage	2023 Pavement Mark	king Maintenance	DuPage	22-PVMKG-11-GM
1. THIS AGREEMENT, made and con	ncluded the day of	betw	een the County	/
of D.D.	3	lonth and Year		al Public Agency Type
of DuPage Local Public Agency	, known as the party of the f	irst part, and Superio	r Road Stripir Contra	
its successor, and assigns, known	as the party of the second part.		Contra	
the party of the first part, and acco with said party of the first part, at its	ments and agreements mentioned in ding to the terms expressed in the B s own proper cost and expense, to d vith the plans and specifications here	ond referring this cont o all the work, furnish	ract, the party of all materials and	the second part agrees all labor necessary to
	at the LPA Formal Contract Proposa			
Apprenticeship or Training Program	n Certification, and Contract Bond he	ereto attached, and the	e Plans for Section	Dn 22-PVMKG-11-GM
in <u>County of DuPage</u> Local Public Agency documents of this contract and are	a part hereof.	epartment of Transport		Section Number , are essentia Date
4. IN WITNESS WHEREOF, the said	parties have executed this contract	on the date above me	ntioned.	
	The County	of DuP		
Attest:	Local Public Agence	y Type	Name of Loca	I Public Agency
Clerk	Date	Party of the First Par	t	Date
Jean Kacyman	et 5-9-23 By	Allaut	Alonse	5-9-23
(SEAL)			(If a Corporatio	n)
SUDD	and and a second	Corporate Name		
-WTY	OF DE DE	Superior Road St	riping, Inc.	
E OURSON	A A A A A A A A A A A A A A A A A A A	President, Party of th	e Second Part	Date
(SEAL)	By	Oboutto	Mited Liability C	orporation)
and the second s	IN, ILL ST	Manager or Authorize	d Member Ded	w of the Second Dort
-113	By	Manager of Authoniz	ed Member, Pan	y of the Second Part
		Partner	(If a Partnersh	ip) Date
Attest: Secretary	Date	Partner		Date
Xouldan	4-24-8-3			
(SEAL)		Partners doin Party of the Second		er the firm name of
			All and to all dates	-//
2		Party of the Second	(if an individue Part	al) Date
Printed 03/17/23	Page 2 of 2			BLR 12320 (Rev. 01/21/21)



COVER	SHEET	
Proposal Submitted By: Contractor's Name	6	
Superior Road Striping, Inc.		
Contractor's Address	City	State Zip Code
1980 N. Hawthorne Ave.	Melrose Park	IL 60160
STATE OF ILLINOIS		
Local Public Agency	County	Section Number
County of DuPage	DuPage	23-PVMKG-11-GM
Route(s) (Street/Road Name)		Type of Funds
2023 Pavement Marking Maintenance		Motor Fuel Tax
For a County and Road District Project		unicipal Project
For a County and Road District Project Submitted/Approved		unicipal Project
Highway Commissioner Signature Date	Signature	Date
Submitted/Approved County Engineer/Superintendent of Highways Date	Official Title	
		nt of Transportation
County Engineer on behalf of IDOT pursuant to Agreement of Understanding Dated August 7, 2012	Regional Engineer Signati	

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local P	ublic Agency	County	Section Number	Route(s) (Stre	et/Road Name)
Count	y of DuPage	DuPage	23-PVMKG-11-GN	2023 Paveme	nt Marking Maintenance
3.		NOT			
1			CE TO BIDDERS		
Sealed	proposals for the project	described below will be receiv	ed at the office of the DuPage	Name of Offi	n of Transportation
421 N	County Farm Road	, 2nd Floor, Wheaton, IL	60187	til 2:00 PM	on 03-14-23
4Z I IN	. County I ann Road	Address		Time	Date
Soalad	proposals will be opened	and read publicly at the office	of the DuPage County Divi	sion of Transpo	ortation
Sealeu	proposals will be opened	rand read publicity at the enfor	l'	name of Onice	03-14-23
421 N	. County Farm Road	, 2nd Floor, Wheaton, IL	60187	at 2:00 PM	on
		Address		Time	Date
Locatio	n	DESC	RIPTION OF WORK		Project Length
	ous County Routes				
	ed Improvement				J
	and the second	a data madama		rothana and s	anay thermonlastic
Rem	oval of existing pave	ement markings and ins	tallation of thermoplastic, u	remane, and s	spray mernoplastic
pave	ment markings, and	l recessed pavement ma	arkers.		
1. Plan	s and proposal forms will	l be available in the office of			
on	line at http://www.du	pageco.org/dot/doingbus	siness		
orb	y contacting the Div	ision of Transportation at	t (630) 407-6900.		
2.	Prequalification	and the state of the state of			Little (Farme DC E7) in
) If (	checked, the 2 apparent a	as read low bidders must file v	vithin 24 hours after the letting an them and all low bids pending aw	"Affidavit of Availa	tate. County, Municipal
trip	d private, snowing all uncon	nal shall be filed with the Awar	ding Authority and two originals w	th the IDOT Distri	ct Office.
3 Th	e Awarding Authority res		calities and to reject any or all prop		
4. Th	e following Forms shall b	e returned by the bidder to the	e Awarding Authority:		
a. b		ormal Contract Proposal (BLR JPage County version of BLR			
b. c.	Proposal Bid Bond (BL	R 12230)	12201)		
d.	DuPage County Appr	enticeship or Training Program	n Certification		alute de una
	(all Apprenticeship/T	raining Registration Number	r(s) and/or Certificate(s) need to not use for project with Federal fur	be included with	n this form
e.		uired Vendor Ethics Disclos		103)	
f.		est for Taxpayer Identificatio			
g. h.	Three (3) References				
i.	Joint Purchasing Aut	horization			
wi	e quantities appearing in I be made only for the ac heduled quantities of wor	the bid schedule are approxin tual quantities of work perform rk to be done and materials to	nate and are prepared for the com ned and accepted or materials furr be furnished may be increased, d	ecreased or omitte	o the contract. The ed as hereinafter provide
6. Su for in ar	bmission of a bid shall be the performance of work depth examination. The ticipated profits resulting	e conclusive assurance and w k. The bidder will be responsib Awarding Authority will, in no c from such failure or neglect o	arranty the bidder has examined t le for all errors in the proposal res case, be responsible for any costs f the bidder.	he plans and unde ulting from failure expenses, losses	erstands all requirements or neglect to conduct an
7. Th	e bidder shall take no ad	lvantage of any error or omissi	ion in the proposal and advertised	contract.	
8. If	a special envelope is sup	plied by the Awarding Authorit	ty, each proposal should be subm	itted in that envelo	pe furnished by the

8. If a special envelope is supplied by the Awarding Automy, courrently, courrently to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

1. P 1980 2. Tř	nty of DuPage Proposal of Superior Road ( N. Hawthorne Ave. Melro	ose Park, IL 60160	23-PVMKG-11-GM PROPOSAL Contractor's Name	2023 Pavement Marking Maintenance
1980 2. Tł		ose Park, IL 60160		
1980 2. Tł		ose Park, IL 60160	Contractor's Name	
1980 2. Tł		ose Park, IL 60160	Contractor's Name	
2. Tł	N. Hawthorne Ave. Melro			
			ontractor's Address	
ar	he plans for the proposed we	ork are those prepared by D	uPage County Division of Transpo	tation
a	nd approved by the Departm	ent of Transportation on		
S		Bridge Construction" and the	by the Department of Transportation a " Supplemental Specifications and R	
	The undersigned agrees to a Recurring Special Provisions		t, the applicable Special Provisions in	dicated on the "Check Sheet for
	he undersigned agrees to c s granted in accordance with		working days or by 8/11/	23* & 11/30/23** unless additional time
tł a	The successful bidder at the ne award. When a contract to and the undersigned fails to a prfeited to the Awarding Aut	oond is not required, the propercies of the proper terms of the proper terms of the properties of the	posal guaranty check will be held in lie	sit a contract bond for the full amount of eu thereof. If this proposal is accepted eed that the Bid Bond of check shall be
th	he unit price multiplied by the	e quantity, the unit price sha	If no total price is shown or if there is Il govern. If a unit price is omitted, the eclared unacceptable if neither a unit	
д. т	he undersigned submits her	rewith the schedule of prices	on BLR 12201 covering the work to b	pe performed under this contract.
s			act for the sections contained in the co ividual proposal for the multiple bid sp	ombinations on BLR 12201, the work ecified in the Schedule for Multiple Bids
10. <i>A</i>	A proposal guaranty in the p	roper amount, as specified i	n BLRS Special Provision for Bidding	Requirements and Conditions for
С	Contract Proposals, will be re	equired. Bid Bonds Will	be allowed as a proposal guaran	ty. Accompanying this proposal is eithe
a				ng with the specifications, made payable
			Treasurer of DuPage	
Т	he amount of the check is			().

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	23-PVMKG-11-GM	2023 Pavement Marking Maintenance

#### **CONTRACTOR CERTIFICATIONS**

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- 1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- 2. Bid-Rigging or Bid Rotating. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

- 3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- 4. Interim Suspension or Suspension. The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

	County	Section Number	Route(s) (Street/Road Name)					
County of DuPage	DuPage	23-PVMKG-11-GM	2023 Pavement Marking Maintenance					
	SIC	GNATURES						
(If an individual)		Signature of Bidder	Date					
		Business Address						
		City State Zip Code						
		-						
(If a partnership)		Firm Name						
		Signature	Date					
		Title						
		Business Address						
		City	State Zip Code					
Insert the Names and Addresses of								
(If a corporation)		Corporate Name Superior Road Striping, Ir	20					
		Signature Date						
		Title	5-3-23					
		Title	5-3-23					
		Title President Business Address	5-3-23					
		Title President Business Address 1980 N. Hawthorne Ave.						
		Title President Business Address 1980 N. Hawthorne Ave. City	State Zip Code					
		Title President Business Address 1980 N. Hawthorne Ave.						
Ir	nsert Names of Officers	Title President Business Address 1980 N. Hawthorne Ave. City	State Zip Code					
Ir	nsert Names of Officers	Title President Business Address 1980 N. Hawthorne Ave. City Melrose Park	State Zip Code					
Ir	nsert Names of Officers	Title President Business Address 1980 N. Hawthorne Ave. City Melrose Park President	State Zip Code					

χ

Attest:		_
J CX		
14	Dampan	
1	Sescetary	

Secretary

Joan Yario

Treasurer

Joseph Yario



## SCHEDULE OF PRICES (BASE BID PLUS ALTERNATIVES C)

Contractor's Name:	Superior Road Striping, Inc.
Local Public Agency:	County of DuPage
County:	DuPage
Section:	23-PVMKG-11-GM
Route:	2023 Pavement Marking
	Maintenance
Schedule for Multiple Bids	

# Sections included in Combinations Total **Combination Letter**

#### Schedule for Single Bid

_	(For complete information covering these ite	ems, see pla	ans and spec	cifications)	
Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	14474	\$5.00	72,370.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	13109	\$0.70	9,176.30
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	49954	\$1.00	49,954.00
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	16346	\$1.40	22,884.40
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	27982	\$2.00	55,964.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	5373	\$5.00	26,865.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	436140	\$0.34	148,287.60
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	718	\$6.00	4,308.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	19476	\$0.90	17,528.40
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	3442	\$1.00	3,442.00
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	54	\$1.50	81.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	440	\$2.00	880.00
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	180	\$6.00	1,080.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	3687	\$3.25	11,982.75
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	95043	\$0.50	47,521.50
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$35.00	17,500.00

## **RETURN WITH BID**

17	REPLACEMENT REFLECTOR	EACH	500	\$10.00	5,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	800	\$1.00	800.00
	Bidder's Proposal for making entire improvements (Base + Alternative C)			\$4	95,624.95

1. Each pay item should have a unit price and a total price.

2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.

3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

4. A bid may be declared unacceptable if neither a unit price or total price is shown.

## SCHEDULE OF PRICES (BASE BID)

Contractor's Name: Superior Road Striping, Inc. Local Public Agency: County: County: Section: Route: 23-PVMKG-11-GM 2023 Pavement Marking Maintenance

#### Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	14183	\$5.00	70,915.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	12308	\$0.70	8,615.60
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	48648	\$1.00	48,648.00
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	16346	\$1.40	22,884.40
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	26884	\$2.00	53,768.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	5174	\$5.00	25,870.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	396488	\$0.34	134,805.92
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	718	\$6.00	4,308.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	19476	\$0.90	17,528.40
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	3442	\$1.00	3,442.00
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	54	\$1.50	81.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	440	\$2.00	880.00
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	180	\$6.00	1,080.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	3687	\$3.25	11,982.75
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	92603	\$0.50	46,301.50
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$35.00	17,500.00
17	REPLACEMENT REFLECTOR	EACH	500	\$10.00	5,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	800	\$1.00	800.00
	Bidder's Proposal for making entire improv	ements (Ba	se Bid only)	\$474	,410.57

## SCHEDULE OF PRICES (ALT. C)

Contractor's Name:	Superior Road Striping, Inc.
Local Public Agency	County of DuPage
County	DuPage
Section	23-PVMKG-11-GM
Route	2023 Pavement Marking
	Maintenance

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	291	\$5.00	1,455.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	801	\$0.70	560.70
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1306	\$1.00	1,306.00
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT		\$1.40	
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1098	\$2.00	2,196.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	199	\$5.00	995.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	39652	\$0.34	13,481.68
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT		\$6.00	
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT		\$0.90	
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT		\$1.00	
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT		\$1.50	
12	MODIFIED URETHANE PAVEMENT MARKING - LINE	FOOT		\$2.00	
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT		\$6.00	
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT		\$3.25	
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	2440	\$0.50	1,220.00
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH		\$35.00	
17	REPLACEMENT REFLECTOR	EACH		\$10.00	
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT		\$1.00	
	Bidder's Proposal for making entir	e improvem	ents (Alt. C)	\$21,	214.38

### **RETURN WITH BID**

## SCHEDULE OF PRICES (BID SUMMARY)

Contractor's Name:	Superior Road Striping, Inc.
Local Public Agency	County of DuPage
County	DuPage
Section	DuPage
Route	23-PVMKG-11-GM
	2023 Pavement Marking

#### **BID SUMMARY**

\$474,410.57
\$21,214.38
\$495,624.95



## Apprenticeship and Training Program Certification

RETURN WITH BID

ocal Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	Various County Routes	23-PVMKG-11-GM

All contractors are required to complete the following certification

For this contract proposal or for all bidding groups in this deliver and install proposal.

For the following deliver and install bidding groups in this material proposal.

The County of DuPage policy, adopted in accordance with DuPage County, Illinois County Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's imployees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work.

## International Brotherhood of Teamsters, Local 786

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

1980 N. Hawthorne Ave.	Melrose Park	IL	60160
Address	City V	State	Zip Code
President	- Anno for		
Title	Chamban		5-3-13
Superior Road Striping, Inc.			
Bidder	Signature		Date

Illinois Department of Transportation
--

## Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	2023 Pavement Marking Maintenar	
Joan Yario	of Bensen	ville	Illinois
Name of Affiant being first duly sworn upon oath, state as follows:	01	City of Affiant	State of Affiant
1. That I am the <b>President</b>	of Supe	erior Road Striping, Ind Bidder	D
2. That I have personal knowledge of the facts her	ein stated.	biddi	
3. That, if selected under the proposal described a	bove, Superior F	Road Striping, Inc. , will	maintain a business office in the
State of Illinois, which will be located in <b>Cook</b>		nty, Illinois.	
4. That this business office will serve as the primar this proposal.	County y place of employmer	t for any persons employed in the	construction contemplated by
5. That this Affidavit is given as a requirement of st	tate law as provided ir	Section 30-22(8) of the Illinois Pr	ocurement Code.
		Signature	Date
		Joanlew	5-3-23
5		Print Name of Affiant	
)		Joan Yario	
Notary Public State of IL County DAGE Signed (or subscribed or attested) before me on TOAN AWAY Superior Road Striping, Inc.	5-3-3-3 (date) e/s of person/s)	by	, authorized agent(s) of
Bidder			
Official Sea Sandra Deho Notary Public State My CommidSRM-Expire	yos of Illinois	Signature of Notary	Sectory-

## **Required Vendor Ethics Disclosure Statement**

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

Bid/Contract/PO #: 23-PVMKG-11-GM

Company Name:	Company Contact:	
Contact Phone:	Contact Email:	

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

1. 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

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

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

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

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

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

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

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

http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature	Somber
Printed Name	Joan Yario
Title	President
Date	5-3-33

Attach additional sheets if necessary. Sign each sheet and number each page. Page \_\_\_\_\_ of \_\_\_\_\_ (total number of pages)

## REFERENCES

All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project or three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the contractor.

PROJECT	Contract 46604
FIRM	TOOT
ADDRESS	2300 S. Dirkson PARKWAY Springfields
CONTACT	Pat Kenenakhone
TELEPHONE	847-562-6196

PROJECT	Pavement MARKING
FIRM	Mctenny CO D.O.T.
ADDRESS	Ibill Nelson RID WODDSTOCK
CONTACT	Brad Cousia
TELEPHONE	815-482-2867

PROJECT	PAVEMENT MARKING
FIRM	CITY OF JOLIET
ADDRESS	ISD W JEFFERSON JOLIET
CONTACT	Nuss Labash
TELEPHONE	815-671-2007

**Joint Purchasing Authorization** 

 County
 DuPage

 Local Public Agency
 DuPage County D.O.T

 Section Number
 23-PVMKG-11-GM

 Route
 2023 Pavement Marking Mainteance

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 \_\_\_\_\_

5,000.00

NO \_\_\_\_\_ \*\*

\*\* Failure to complete this form will result in a default assumption of a "NO" response.

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

mia.\_\_\_\_\_

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.

MEMO

## A RESOLUTION ACCEPTING A PROPOSAL FROM SUPERIOR ROAD STRIPING, INC. AT THE PROPOSED UNIT PRICES, IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR THE 2023 STREET STRIPING PROGRAM

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 Superior Road Striping, Inc. for the 2023 Street Striping Program in an amount not to exceed \$20,000.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

**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 5<sup>th</sup> day of June, 2023.

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of June, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY





RES

## SCHEDULE OF PRICES (BASE BID PLUS ALTERNATIVES C)

Contractor's Name:	Superior Road Striping, Inc.
Local Public Agency:	County of DuPage
County:	DuPage
Section:	23-PVMKG-11-GM
Route:	2023 Pavement Marking
	Maintenance
Schedule for MultipleBids	
On ations in skyled in On achinetics of	Total

Combination Letter	Sections included in Combinations	Total

## Schedul e for Single Bid

	(For complete information covering these items, see plans and specifications)						
Item No.	Items	Unit	Quantity	Unit Price	Total		
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	14474	\$5.00	72,370.00		
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	13109	\$0.70	9,176.30		
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	49954	\$1.00	49,954.00		
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	16346	\$1.40	22,884.40		
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	27982	\$2.00	55,964.00		
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	5373	\$5.00	26,865.00		
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	436140	\$0.34	148,287.60		
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	718	\$6.00	4,308.00		
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	19476	\$0.90	17,528.40		
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	3442	\$1.00	3,442.00		
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	54	\$1.50	81.00		
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	440	\$2.00	880.00		
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	180	\$6.00	1,080.00		
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	3687	\$3.25	11,982.75		
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	95043	\$0.50	47,521.50		
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$35.00	17,500.00		

## **RETURN WITH BID**

17	REPLACEMENT REFLECTOR	EACH	500	\$10.00	5,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	800	\$1.00	800.00
	Bidder's Proposal for making entire improvement	ernative C)	\$4	95,624.95	

1. Each pay item should have a unit price and a total price.

2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.

3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.

4. A bid may be declared unacceptable if neither a unit price or total price is shown.

## SCHEDULE OF PRICES (BASE BID)

Contractor's Name:	Superior Road Striping, Inc.
Local Public Agency:	County of DuPage
County:	DuPage
Section:	23-PVMKG-11-GM
Route:	2023 Pavement Marking
	Maintenance

## Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

	(For complete mormation covering these it				
Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	14183	\$5.00	70,915.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	12308	\$0.70	8,615.60
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	48648	\$1.00	48,648.00
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	16346	\$1.40	22,884.40
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	26884	\$2.00	53,768.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	5174	\$5.00	25,870.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	396488	\$0.34	134,805.92
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	718	\$6.00	4,308.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	19476	\$0.90	17,528.40
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	3442	\$1.00	3,442.00
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	54	\$1.50	81.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	440	\$2.00	880.00
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	180	\$6.00	1,080.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	3687	\$3.25	11,982.75
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	92603	\$0.50	46,301.50
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$35.00	17,500.00
17	REPLACEMENT REFLECTOR	EACH	500	\$10.00	5,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	800	\$1.00	800.00
	Bidder's Proposal for making entire improvements (Base Bid only)				4,410.57

## SCHEDULE OF PRICES (ALT. C)

Contractor's Name:	Superior Road Striping, Inc.
Local Public Agency:	County of DuPage
County:	DuPage
Section:	23-PVMKG-11-GM
Route:	2023 Pavement Marking

Maintenance

#### Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	291	\$5.00	1,455.00
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	801	\$0.70	560.70
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1306	\$1.00	1,306.00
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT		\$1.40	
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1098	\$2.00	2,196.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	199	\$5.00	995.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	39652	\$0.34	13,481.68
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT		\$6.00	
	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT		\$0.90	
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT		\$1.00	
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT		\$1.50	
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT		\$2.00	
1.4	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT		\$6.00	
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT		\$3.25	
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	2440	\$0.50	1,220.00
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH		\$35.00	
17	REPLACEMENT REFLECTOR	EACH		\$10.00	
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT		\$1.00	
	Bidder's Proposal for making entir	e improvem	ents (Alt. C)	\$21,	214.38

## **RETURN WITH BID**

## SCHEDULE OF PRICES (BID SUMMARY)

Contractor's Name:	Superi or Road Stripig, Inc.
Local Public Agency:	County of DuPage
County:	DuPage
Section:	DuPage
Route:	23-PVMKG-11-GM
	2023 Pavement Marking

#### **BID SUMMARY**

BASE BID TOTAL	\$474,410.57
ALT. C TOTAL	\$21,214.38
BASE BID + ALT. C	\$495,624.95

## <u>AGENDA MEMO</u> Municipal Services Committee May 22, 2023

## **ISSUE STATEMENT**

A <u>resolution</u> authorizing the purchase and deploying a web-based Permitting, Licensing and Code Enforcement Software with OpenGov, Inc., in an amount not to exceed \$43,405.00.

## BACKGROUND/HISTORY

Currently, the City's permitting and licensing process is handled in person and done through a series of non-electronic, paper-based reviews and payment steps. City staff have agreed that this process is not sustainable for residents or staff. Staff has been researching software solutions to provide an automated system that would improve efficiencies and processes not only for residents and businesses, but also internal staff. Ex-Alderman Lester Vaughn, Business development consultant, provided feedback and supported the proposed software. Specific areas for improvement were identified throughout the City, especially in the area of citizen services, such as licensing and code enforcement.

Below are further highlights regarding the software:

- Public Portal A simple to use public-facing portal for residents and businesses with single login and have access to all tools and status to improve tracking.
- Process automation Ability to design workflows to improve processes to electronically intake data and assign tasks.
- Inspection management Ability to request dates online with inspectors, while inspectors can use mobile inspections to record results and photos directly to the system.
- Code Enforcement Easy online violation submissions, and a centralized case management location.
- Apply/Renew Licenses Standardize and simplify the application and renewal process, such as business licensing, with the ability to track status and to communicate directly with business owners.
- Online Payment Collection Ability for collecting fees for the various modules and tools managed by the software.
- Intuitive User Experience Software must be easy to use and understand for residents and internal staff.

Staff is recommending to partner with OpenGov, Inc., as this software operates and is housed in the cloud, meaning that it's accessible anywhere there is internet connectivity. Staff will not be required to maintain any infrastructure to provide service to the community. It is also very flexible and can be designed to provide workflow processing for many other types of transactions/staff review and case procedures in the future. This will allow staff from multiple departments to utilize a common software in the same platform allowing staff to see any active licenses and code or ordinance violations for addresses in real time. Not only would this eliminate or reduce the need for in-person submittals, OpenGov Permitting & Licensing will provide enhanced customer service through an online customer service portal that will educate businesses and citizens about licensing requirements and allow drafting and submitting applications with payment of fees online.

After submission of applications, constituents will be able to track progress and communicate with City staff through the review and approval process as required. For those that are unable or not comfortable with online submission, City Staff will be able to enter documents for our citizens, as is occurring now.

OpenGov, Inc., is a cloud-based service, it has a different pricing model than most other City software. The benefits of this are that OpenGov, Inc., maintains the platform for software updates and security fixes, as well as providing the hardware and infrastructure to deliver the service.

The City cost is a one-time fee of \$24,240, for the OpenGov, Inc., platform and successful deployment with professional services and setup. The annual subscription cost for year one is \$19,165, total cost year one \$43,405. The reoccurring annual cost will be 2024-25-\$26,859 and 2025-26- \$28,201.95, see <u>Attachment A</u>. Attached as <u>Attachment B</u> is a Project Plan Summary (29 pages). OpenGov, Inc., will build out records and 2 types of City workflows and public portals: for our Business Licenses applications and Code Enforcement Case Review Complaints. City staff would be involved in this initial buildout, and after deployment the City would have a dedicated Open Gov Customer Success Manager for training and future support, included in the annual software cost.

The FY 23/24 Budget includes funds for the software platform and implementation. OpenGov, Inc., is an awarded vendor through the National Association of State Procurement Officials, NASPO, for a cooperative purchasing program facilitating public procurement solicitations and agreements. See <u>Attachment C</u>.

ACCOUNT	ACCOUNT	FY 23-24	PROPOSED	PROPOSED
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE	BALANCE
01-20-4325	Open Gov Software	\$45,000.00	\$43,405.00	\$1,595.00

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

## **STAFF RECOMMENDATION**

A resolution authorizing the purchase and deploying a web-based Permitting, Licensing and Code Enforcement Software with OpenGov, Inc., in an amount not to exceed \$43,405.00.

## ALTERNATE DECISION

As recommended by the Committee.

## **DECISION MODE**

This item will be on the June 5, 2023 City Council agenda for formal consideration.

				San Jose, CA 95160 United States		
uote Number:	OG-008008			<b>D</b> 1-		
reated On:	4/21/2023			Prepared By:	Kelly Ammons	
order Form Expiration: ubscription Start Date:	6/30/2023 6/30/2023			Email: Contract Term:	kammons@opengov.com 36 Months	
ubscription End Date:	6/29/2026			Cond act fer m.	50 Months	
Customer Information						
Customer:	City of Darien, IL			Contact Name:	Dan Gombac	
Bill To/Ship To: 1702 Plainfield Rd			Email:	dgombac@darien.il us		
	Darien, IL			Phone:	630-353-8106	
Order Details	United States					
	y: Annually in Adva	nce				
Payment Term	s: Net Thirty (30) Da	iys				
OFTWARE SERVICES:	Product / Serv	ice	Start Date	End Date	Annual Fee	
0,	0	cement - 1 Service Area sor System & Flags. Autofill Interface	6/30/2023	6 <b>/29</b> /2024	\$19,165.00	
Permitting, Licensing & Code Enforcement - 1 Service Area Business Licenses, Flag Integration, MAT / Assessor System & Flags, Autofill Interface			6/30/2024	6/29/2025	\$26,859 00	
		cement - 1 Service Area sor System & Flags, Autofill Interface	6/30/2025	6/29/2026	\$28,201 95	
Dusiness incenses, i lug inte	granon, while a sister	sor bystem a 1 lags, statojni interjuce				
					Annual Subscription Total: See	Billing Tab
ROFESSIONAL SERVICE	CS:					
roduct / Service		Start Date				
Professional Services Dep	oloyment - Prepaid	6/30/2023				
					Professional Services Total:	\$24,240.0
illing Table:						
Billing Date	Amount Due					
June 30, 2023	\$43,405 00	(Annual Software Fee + Professional Se	ervices)			
June 30, 2024	\$26,859,00	(5% Uplift)				
June 30, 2025	\$28,201 95	(5% Uplift)				
Sano 50, 2025	<i>\$20,201 ) J</i>					
Order Form Legal Terms						-
wither rother egai terms	for using our Softw	re Services This Order Form is entered in	to between OpenGov. Inc.	with its principal place of husing	ess at PO Box 41340, San Jose, CA 95160 (	"OpenGou'

City of Darien, IL	OpenGov, Inc.
Signature	Signature
Name:	Name
Title	Title
Date:	Date:
	the second se

#### OPENGOV SOFTWARE SERVICES AGREEMENT

Signatures	
Customer:	OpenGov, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

## [SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

# **OPENGOV**

**OpenGov and City of Darien, IL** 

Project Plan Letter and Partnership Investment Summary



A nice place to live.

Jess O'Shea Account Executive joshea@opengov.com

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Dan Gombac Community Development Director City of Darien, Illinois 1710 Plainfield Rd. Darien, IL. 60561

#### RE: Project Plan Letter for Permitting, Licensing, and Code Enforcement Software

Dear Dan & Jordan,

On behalf of OpenGov, we are thrilled about the opportunity to partner with the City of Darien by proposing OpenGov Permitting & Licensing Suite, the industry's most user-friendly workflow automation solution designed to improve the applicant experience and streamline everyday tasks for government employees. We truly value your careful consideration in reviewing the project plan letter and proposal we have prepared for you.

In the following pages, we are pleased to inform you of our product offerings that we believe will exceed your expectations in implementing a cloud-based integrated solution suite for the City's permitting, licensing, and code enforcement needs. OpenGov modernizes community development and other complex civic services through highly configurable workflows replete with digital forms, signatures, and payments. Featuring a user-friendly public portal seamlessly integrated with backend data collection and approval rules, OpenGov Permitting & Licensing delivers an all-in-one cloud solution to streamline processes from intake through issuance.

OpenGov has partnered with many other municipal governments who are also in the midst of establishing a new plan and vision for their communities. As a true partner, OpenGov enables governments like the City of Darien to build trust in their communities by communicating initiatives and progress clearly while fostering better engagement through integrated tools. OpenGov has a strong presence in Illinois, partnering with many governments such as Bolingbrook, IL; La Grange, IL; Bartlett, IL; Deerfield, IL; Decatur, IL; Bloomington, IL; Schaumburg, IL; West Dundee, IL; Urbana, IL, among others.

We are on a mission to power more effective and accountable government, and we seek to produce long-term partnerships with the communities we serve. We look forward to putting our entire organization behind the City to ensure this engagement exceeds expectations. I look forward to meeting with you and your team very soon.

Sincerely,

Jess O'Shea



# **Executive Summary**

OpenGov is proposing **OpenGov Permitting & Licensing** and the **Reporting & Transparency Platform** for consideration. We look forward to demonstrating how these solutions will meet and exceed your needs and expectations.



**OpenGov Permitting & Licensing** modernizes community development through highly configurable workflows replete with digital forms, signatures, and payments. Featuring a user-friendly constituent portal seamlessly integrated with backend data collection and approval rules, OpenGov delivers an all-in-one cloud solution to streamline your permitting, licensing, and other workflows from intake through issuance.

#### OpenGov Permitting & Licensing is the only solution that provides:

- The industry's most user-friendly design
- Flexible, dynamic configuration for easier setup and maintenance
- End-to-end experiences that connect your citizens and back-office
- Best-in-class reporting and analysis right out-of-the-box

OpenGov is a customer-driven software company backed by over 500 years of employee experience in the public sector. With OpenGov, your investment in efficient operations, better decision-making, and a more engaged community will sustain you for the long haul.



<u>The Reporting & Transparency Platform</u> powers the OpenGov ERP Cloud with unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. The Reporting & Transparency Platform provides a seamless connection between back-office capabilities and industry-leading communication tools; transforming civic engagement and empowering data-based decision making.

## Why OpenGov?

#### The only modern cloud for local government.

OpenGov offers transformative solutions for budgeting, financial management, civic services, and procurement with the market-leading Reporting & Transparency platform — allowing customers to reallocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.

#### A trusted partner.

More than <u>1,900 governments nationwide</u> partner with OpenGov to drive more effective and accountable operations through cloud financial solutions. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by over 300 years of employee experience in the public sector.

#### A platform built to grow with you.

Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. Thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.



"Our staff and citizens needed a solution that would increase productivity, reveal meaningful insights, and spur citizen engagement. We feel we've found that solution in OpenGov and are looking forward to increased efficiencies across our workflows."

#### **Carl Deeley**

Business Administrator | City of Scranton, PA



# Benefits of Modern Government Cloud Software

In a <u>post-pandemic world</u>, the benefits of modern cloud software (aka: "Software as a Service") are crucial in helping governments address the challenges of remote work, digital services, and managing uncertainty. <u>Cloud software</u> helps you future-proof your investment while focusing on your community.

#### ✓ Increase Productivity

Modern government work is collaborative. Intuitive software empowers all users for success.

#### ✓ Strengthen Public Trust

Better decisions and alignment come from common, shared, accurate information

#### Improve Citizen Experience

Digital services map to the expectations of community members and improve satisfaction.

#### ✓ Build Resilience

Leaders have confidence in the face of uncertainty that their <u>processes are secure</u> and sustainable.

## All Cloud's aren't Created Equal

Many software providers try to sell legacy systems as "cloud" because they are delivered remotely. Same software, different packaging. These aren't designed for 21st-century government. <u>Modern</u> <u>government cloud software</u> has these characteristics:

- Anywhere, Any Device Nothing to install only a browser required
- Intuitive User Interfaces Built in the era of consumer software, eliminates the nuances and complexities that only "power users" can understand
- Fast and Configurable Can be deployed quicking providing value when you need it and configured without deep technical expertise or IT assistance
- Continuous Enhancement Updates are hassle-free and transparent to customers
- World-Class Security and Infrastructure Modern applications take advantage of the leading cloud service providers (like Microsoft Azure) to ensure your mission-critical systems are resilient
- 100% Hassle-Free Always up-to-date with no effort from your government. No upgrades, patches, customizations, or (of course) hardware to manage.



# **OpenGov Permitting & Licensing**

Modernize your permitting process to streamline operations and improve customer service.

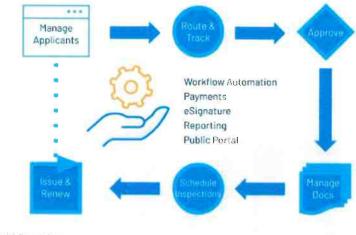
### **Process and Track Permits with Unparalleled Ease**

An all-in-one community development suite for permitting, licensing, inspections, and code enforcement.

- <u>OpenGov</u> gives you the power to manage all of your permitting and licensing operations without messy spreadsheets or cumbersome software.
- With drag-and-drop technology to build workflows, fees, forms, and inspections, you have complete control over the entire process.
- With powerful customer service tools, you can empower applicants to conduct government business from the convenience of their home or office.

# **Citizen Services**

Power every permitting and licensing workflow



OPENGOV Considential Bo not share



### Process

Route, approve, and issue permits electronically up to 5x faster than legacy systems.



#### Serve

Let applicants apply, pay for, track, and receive their permits or licenses online.





### Inspect

Manage schedules, access data, and conduct inspections in the field.

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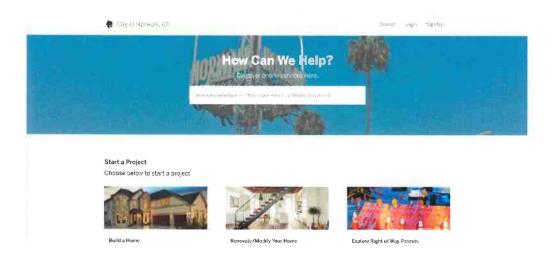
#### Renew

Automate license renewals, track high-level progress, and enable online renewals.

### **User-Friendly Design**

OpenGov Citizen Services is the industry's most user-friendly workflow automation platform, designed to improve the applicant experience and streamline everyday tasks for government employees. Featuring an out-of-the-box public portal, Citizen Services enables online self service by guiding applicants step-by-step through the process.

- Reduce counter time by enabling applicants to easily research, apply, pay for, and receive permits and licenses online with a **user-friendly public portal**.
- **Deliver better customer service** with in-app messaging, and empower applicants to easily manage their projects online with features like status notifications, saved drafts, and payment records.
- Empower your team to **work and collaborate on a whole new level**, with modern features like the personalized notifications inbox, visual progress bars, tag mentions, and more.



### Flexible, Dynamic Configuration for Easier Implementation & Maintenance

Featuring drag-and-drop technology, Citizen Services is a highly configurable workflow engine ready for any application type, from building permits to code enforcement violations to grant applications. Update approval steps, fees, inspections, documents, and more with the click of a mouse, all while maintaining centralized reporting and granular security controls.



- See a **faster ROI** with customizable templates and 'no-code' configuration to **streamline implementation** and future updates.
- **Consolidate and organize business processes** to improve the applicant experience and increase efficiency.
- Automatically **identify specific project conditions**, locations, or applicants for special approval steps.

#### Seamless Automation for Community Development Workflows

In comparison to online PDFs or legacy systems with disjointed parts, Citizen Services provides true automation for community development workflows. Applicants submit forms through an intuitive public portal, which are then automatically routed through predetermined approval steps based on the application type and project data. Streamline complex projects and multi-department approvals for maximum efficiency.

- Provide a complete self-service option for public applicants, including online inspections requests, to **cut down on calls and counter service time by up to 80%.**
- Eliminate the need for manual data entry and **reallocate staff hours to higher priority tasks.**
- **Increase capacity and decrease processing times** with industry-leading workflow automation features like parallel approval steps and auto-assigned tasks.

# One Solution to Power Every Permitting and Licensing Workflow



**Building Permits** 



**Business Licenses** 





**Planning and** 

Zoning

**Fire and Safety** 



Virtual Inspections



Short Term Rentals



Police



**Code Enforcement** 

Public Works



Cannabis Licensing



abis sing Health Permits



Economic Recovery Programs



# **Key Features**

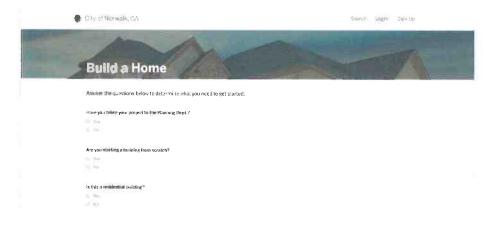
#### Streamline multi-department workflows through process automation

Every record has a workflow where post-submission activity is recorded. Let each submission flow electronically from intake through departmental reviews, automatically assigning steps to the next available employee. Ensure that no permit is ever issued before all required approvals are complete.

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#### Help your customers help themselves with constituent services

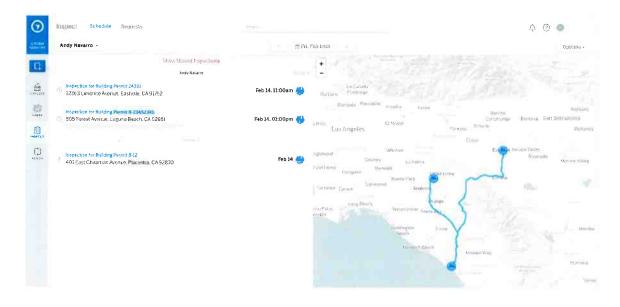
The Storefront customer service portal allows you to educate constituents about service information and submission requirements. Applicants can draft and submit applications, pay fees online, and message reviewers.





#### Simplify inspection scheduling and site visits via inspection management

When it's time for an inspection, let applicants request dates online. Assign inspectors manually, or automatically. <u>Save time during the inspection</u> by recording results digitally from a tablet onsite. They'll be immediately available within the platform, for staff and applicants.



#### **Completely automate license renewals**

Streamline the license renewal process to support improved compliance and internal efficiency. In a few easy steps, completely automate license renewals by type and renewal period, so staff members can focus on higher priority tasks.

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"The software has been so easy to configure in comparison with our legacy system, which was very cumbersome. With the drag-and-drop design, <u>it's so easy to make workflows."</u>

**Paul Leedham** Chief Innovation Officer City of Hudson, OH

#### **Additional Features**

- Explore your Esri ArcGIS maps in the platform to conduct spatial analysis around development operations.
- **Online Payments.** Let applicants pay online via credit card or eCheck and receive direct deposits of permit revenue.
- Addressing. Sync your master address table to bring parcel data into any permit application automatically.
- Accounting. Automatically sync daily financial transactions to your accounting system.

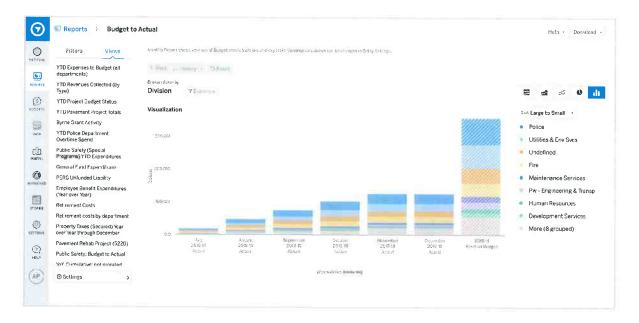


# **Reporting & Transparency Platform**

Centralize reporting and align data with context for internal and external stakeholders

Citizen Services is powered by our robust Reporting & Transparency Platform.

Built with a data-first mindset, OpenGov's Reporting & Transparency Platform powers Citizen Services with unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. Trusted by hundreds of forward-thinking customers, the Reporting & Transparency Platform provides a seamless connection between back-office capabilities and industry-leading communication tools – transforming better civic engagement from aspiration to reality.



#### Reporting & Transparency Use Cases

- Interactive budget summary
- Satisfactory survey
- Participants budgeting
- Performance reporting
- Stakeholder engagement

- Citizen ideas/feedback portal
- Internal project coordination
- Emergency communication
- Strategic planning



#### Present complex information that all parties can understand.

Keep internal and external stakeholders updated on performance and aligned around high-level strategic goals. Gain at-a-glance insights with interactive dashboards, take action with customized alerts, or dive into the granular details for deeper analysis.

#### Broaden citizen engagement.

Supplement public hearings with virtual town halls, budget simulations, and online surveys that are easy and convenient. You can gather broader feedback from residents by reducing the barriers of involvement.

#### Reduce reporting bottlenecks across your organization.

Free up your IT and Business Intelligence professionals with centralized reporting and immediate access to necessary day-to-day data for every department.

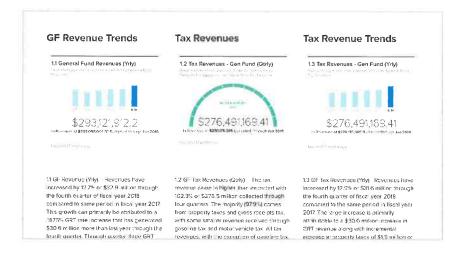


#### Achieve your communications objectives.

Put your operating and strategic plans online in a way that your constituents can easily understand and even interact with. Tell the stories behind your data by quickly creating, editing, and publishing content in real-time, while easily incorporating feedback. Then, identify and analyze engagement by seeing the number of views, unique visitors, and social sharing metrics.

#### Focus on outcomes with dynamic reporting functionality.

Establish goals for departments, programs, or initiatives, then track relevant KPIs to keep external stakeholders updated on spending, performance, and progress.







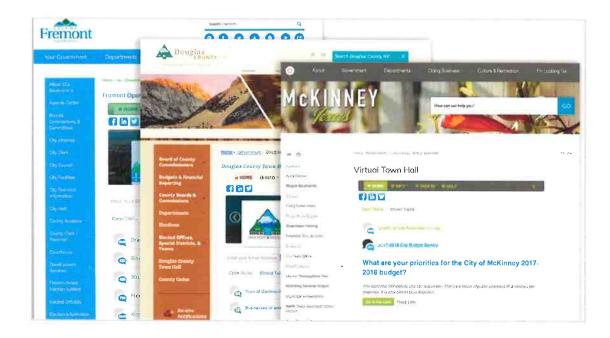
# Communicate clearly and increase transparency with stakeholders.

Create and share content easily and quickly. Use a simple, drag-and-drop page builder to combine your data with images, dashboards, maps, and narrative context. Present complex information in a way that's easy for anyone to understand. Share via email, social media, or through your agency's website.

# Capture feedback online, at meetings, or on the go.

Record feedback from residents, colleagues, and other stakeholders at any moment through online surveys, virtual town halls, mobile forms, or budget simulations.







#### **Additional Features**

- Share the data behind the news. Visually dynamic tiles reveal the yearly, monthly
  or weekly breakdowns of your underlying report through pie charts, stacked bars,
  and summary tables.
- **Better project planning.** Fulfill public input requirements for grant applications and collect the public response you need to for planning large-scale projects.
- Social media impact. Share your published pages on Facebook, Twitter, Nextdoor, or LinkedIn and track your story's analytics in OpenGov.



"We've become the office that everyone wants to work for with OpenGov."

Tristan Bourquin Assistant Planner | Bannock County, ID

"I knew people were hungry for information and needed a one-stop-shop for real-time disaster response and recovery details. I feel relieved that we were able to leverage OpenGov to communicate with our citizens so they were less scared in the midst of the emergency."



#### **Janelle Galbraith**

Economic Development, Innovation, and Equity Manager | City of Redding, CA



# **Mission-Driven Expertise**

<u>The OpenGov Team</u> has over 500 years of combined Government experience. Check out just a few of our star players, and their specific experience in the public sector below...



ZAC BOOKMAN

Forener Special Advisor for Rule of Law and Governance with the International Security Assistance Forene



MONICA COOK Senter Manager Solutions Engineering

Former HHS Researcher at the Public Policy institute of California (PPIC)



CHARITY HOLMAN Application Support Lond

Former Genery City Secretary at City of Westworth Village, Texas



MIKE MECANN VF of Bovernment Finance Solutions

Former Acclatant Finance Director at City of Monterey, Collocuia



ROBERTO RUIZ

Former Senior Budget Analyst at Toacher Retirement System of Texas



SCOTT COBLE Director, Solutions, Engineering -Eulopeting

Premier Technology and Process Planager, DHB, at Montgemery County, Haryland



ARIANNA TUCKEY Solucions Consultant

Former Supervisory Budget Analyst of the FBI



MARK WELCH Monager: Solutions Architecture

Former Administrative Services Director of City of Achieve, Gregori



JAMIE CASTELLANOS

Former Application Analyst at City of Berbeiry, Celifornia



MICAH INTERMILL Solutions Engineer

Former Budget Birector at Minneapolis, Minnesota



ALMIS UDRYS Director of Professional Services

Former Assistant Chief Operating Officer at San Dirgo, Collionnia



JENNIFER NORDIN Technical Account Manager

Former Budget and Performance Analyst at Montgomery County, Maryland





#### Awards & Credentials

As mentioned above, OpenGov employees have over 300 years of collective government employment experience, and many of our key personnel are members of government-focused organizations like <u>GFOA</u> and <u>ICMA</u>. OpenGov has consistently appeared on the <u>GovTech 100 list</u> for several years, was named to the <u>2021 Top Workplaces USA</u> and most recently was named to the <u>Forbes 2022 list of America's Best Startup Employers</u>. We focus our hiring on top-tier talent pools for individuals with proven track records in government and/or the government technology SaaS industry.



#### **Company History**

After witnessing the City of Palo Alto spend over \$10 million on an ERP system that was delivered on 20 discs and had green screens, OpenGov's founders learned that governments across the country were similarly hamstrung by outdated technology. The public sector has been underserved by its vendors for decades, while the digital era has transformed consumer experiences and private sector organizations.

State and local governments deserve access to modern cloud software suited for their increasingly complex needs. Citizens deserve to know that their tax dollars are being spent by effective and accountable organizations. Our public sector leaders deserve to be supported by companies who act as true partners. In order to address these needs, OpenGov was born in 2012.

Today we have over 1,900 government customers using our cloud-based suites. Below are the stories of just a few of our customers who have adopted OpenGov Citizen Services to transform their communities...



# How Kernersville, NC Launched their Modern ePermitting Solution in just 2 Months

Upon the construction of a one-million-square-foot Amazon Fulfillment Center in June of 2020, the City of Kernersville's economy began to boom. The economic advancement heightened the need for a new permitting and inspection system, as the Town's paper-based system at the time could no longer keep up.

Kernersville's Development Services Manager Mike Horney soon realized he needed to bring the Town's permitting processes into the 21st century, and they needed to do so fast. This focus, led him to OpenGov Citizen Services: a modern, cloud-based permitting, licensing, and code enforcement solution that took just two months to implement.

The entire Community Development Department (spanning 15+ employees), now uses OpenGov Citizen Services to improve efficiency and streamline departmental operations. Thanks to centralized processes, customizable workflows, and an online Citizen Portal, Kernersville has since seen its average permit processing time decrease from two months to two weeks.

For the full story, <u>click here</u> to read about how the Town of Kernersville launched OpenGov Citizen services in just two weeks.



"We have a permit tech that's been working here for 27 years. She would have been the first one to complain if the new system wasn't cutting it—and she loves it," says Horney. "Nobody wants to go back to the old way. Nobody."

**Mike Horney** Development Services Manager | Town of Kernersville, NC



#### Pioneering Modern ePermitting in Lakeville, MA

With the Town's goal of becoming the most business-friendly city in Massachusetts in mind, Building Commissioner Nathan Darling led an initiative to modernize Lakevilles building permit approval process. After 25 years using paper-based processes, Darling found OpenGov Citizen services to be intuitive, simple, and user-friendly: a refreshing contrast to other solutions on the market. "When you look at the [OpenGov] applications, you think, 'wow this is easy,' especially when everything else out there is linear and looks like accounting software," said Darling.

After implementing OpenGov Citizen Services for the town of Lakeville, Darling soon realized the merits of getting neighboring communities involved with OpenGov too, in order to create cohesive processes for contractors and developers in the surrounding areas, Darling is now working to get the neighboring communities of Fairhaven, Raynham, Freetown, Carver, and Acushnet on board because he believes so strongly in the benefits he's seen within his own Building Department.

#### Key Results for the Town of Lakeville MA

- Paper → Paperless Permitting in just 9 Months
  - Enforced a 48- hr Inspection Response to Residents
- Faster Application Processing Times
- Discovered 4 new uses for OpenGov Citizen Services outside of Building Permits

For the full story, <u>click here</u> to read about how Lakeville, MA Pioneered Modern ePermitting with OpenGov.



"When you have a platform this easy, everyone is treated the same way. There are no favorites, no bending the rules for anybody. If you are late to an inspection, it's time-stamped. Everybody follows the same review process because it's step-by-step in the platform. You can see exactly who is doing what, and how long it is taking."

Nathan Darling Building Commissioner | Town of Lakeville, MA

For more customer stories on how OpenGov's solutions are driving success in communities around the country, please visit: <u>https://opengov.com/customers/</u>



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# **OpenGov Support Overview**

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our support processes are designed to support you throughout your journey with OpenGov.

We have three main components to our philosophy for ensuring every customer is successful and happy:



Access to our team of Government Solution Experts: This team, composed of former government finance directors, chief information officers, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.



**Customer Success:** Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.



**Customer Support:** OpenGov Support is staffed by a veteran team with over 95 years of combined government experience. Our highly trained support analysts are available to solve any issues that you encounter within OpenGov's suites. We are committed to resolving your issues in a timely fashion and to your satisfaction.

#### **Resources and Support**

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, chat, and an online portal as well as additional engagement channels like webinars, user groups, and a resource center.

• User Groups: Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!



- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.
- Free Webinars: As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.

OPENGOV R	esource Center		Community Rebecca Rosengarten 👻
		How can we help?	
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My Acti	vities	Submit a request	Ideas and Roadmap
Review the status and previously submit		Can't find what you are looking for? Our support learn is ready to assist	Read about our upcoming product features and ideas. Let us know which would be most helpful to you,

If you are interested in additional support options, such as access to support outside of our standard business hours, improved SLAs, and a named Designated Contact, we also offer a Premium Support service. Premium support is recommended for customers who view their ERP cloud solution as mission-critical and therefore require faster response times and a designated OpenGov contact.



"People today have a higher expectation of customer service. They want good communication, they want a quick response, they want a permit, and they want to get it quickly...that led us to OpenGov."

Kalaimani Anbuchozhan Information Technology Specialist City of Detroit, MI



# **OpenGov Premium Support Overview**

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OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support is intended for customers who view their ERP Cloud solution as mission-critical and therefore require expedited response times and a designated OpenGov contact.

Offering	Standard	Premium
Unlimited Number of Support Cases per Year*	$\checkmark$	<i>✓</i>
Unlimited Access to OpenGov Resource Center	<i>✓</i>	✓
Unlimited Online access to the Support Request Portal	<i>✓</i>	$\checkmark$
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	$\checkmark$	✓
Designated OpenGov Contact	-	$\checkmark$
Increased Response Times	-	1

\* Support Cases are defined as issues related to the OpenGov Software Services.

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**Access to our team of Government Solution Experts:** This team, comprised of former government finance directors, chief information officers, procurement directors, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.





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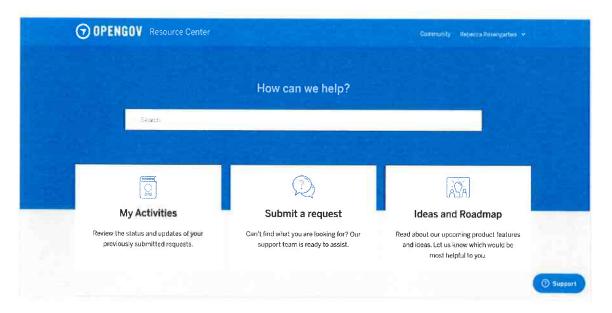


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- User Groups: Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.





• Free Webinars: As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.

#### Premium Support

Furthermore, OpenGov offers Premium Support to help organizations on their journey to successfully adopt OpenGov's solution suites. With Premium Support, increased Service Level Agreement (SLAs) mean that we start working on urgent requests even on weekends. In the spirit of addressing problems quickly, Premium Support's designated OpenGov contact builds a relationship with you and understands your organization and the nuances of your OpenGov application setup.

OpenGov's Support Philosophy is simple: You invest in us. We invest in you. We are driven by customer success. If you ever need help or have questions about your system, we want to make sure you get well-informed, proactive support from the OpenGov team. Our goal is 100% satisfaction.



"People today have a higher expectation of customer service. They want good communication, they want a quick response, they want a permit, and they want to get it quickly...that led us to OpenGov."

Kalaimani Anbuchozhan Information Technology Specialist City of Detroit, MI



# **OpenGov University**

As an organization led by former government administrators and enterprise software veterans, we help government leaders and their teams adopt proven best practices that adhere to public finance, accounting, and project management best practices.



We do what we say we'll do: From drafting the statement of work to post-go-live support we have a proven process for ensuring that work is properly scoped and managed efficiently to ensure that your go-live is on time.



We drive for impact: At the start of the relationship we help articulate the best practices to achieve your value goals and vision based on your unique needs, and our executives are assigned to each account to ensure that we exceed expectations.



**We have a passion for the mission:** Our Support, Training, and Professional Services teams are composed of passionate professionals with over 300 years of government experience to help your organization implement, train, and succeed with OpenGov.



"My experience working with the OpenGov team has been very positive. The support and openness to hear our proposals has always been there, and they deliver on their promises for addressing issues and building additional functionality."

Nathan Darling Building Commissioner | Town of Lakeville, MA



#### The OpenGov Approach

The OpenGov approach to Training and Education begins during your implementation but extends throughout your partnership with us. We recognize everyone has a different preference for how they like to learn, plus technology is constantly evolving and we provide regular system upgrades, therefore we offer a **multi-faceted approach** for training and educational resources.



#### **On-Demand Education**

Learning is most valuable when it's on your schedule, so we've created **OpenGov University**, a video-based online learning platform with courses and learning paths to get you headed in the right direction. Paired with our **Resource Center**, your hub for how-to articles and step-by-step instructions, you can find information when you need it and in the format that works best for you, and it's all accessed from within your OpenGov suite.

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#### Individualized Training

With **individualized training**, our teams help you learn how to navigate your system to meet your government's needs. These training sessions are typically recorded and shared with you to reference in the future, giving you a **personalized training library** at your disposal. Training sessions happen at various points throughout your implementation process.

#### **Keeping Up With Changes**



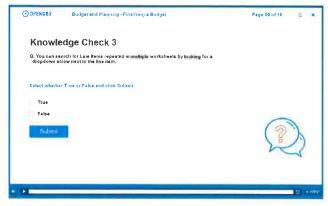
Since technology is continually evolving, we help keep you informed about changes through many channels, including **product release notes**, informational **webinars**, and **newsletters**. We also provide **In-App Guidance**, which are helpful little pop-ups directly in your system to enlighten you about changes and how to use certain features. OpenGov experts will make it easy for you: we help design your solution with configurable cloud software, get your data into the system, and project manage it all so things don't stall and you can deploy quickly.

**OpenGov University and OpenGov Training** help teams quickly get up to speed using our software and enables them to easily adopt new features, allowing them to maximize the benefits of OpenGov and ensure that best practices are followed throughout. Supplement initial training and provide on-demand training to your team by selecting from a library of on-demand videos ranging from bite-sized lessons to full-length courses with subject certification.



#### Invest in Quality Training

OpenGov Training packages are outlined with your product suite deployment. The self-paced courses align with deployment timelines to support constructive discussions during live workshops. This training streamlines knowledge transfer, resulting in shorter time-to-value as the entire team gets trained in best-practices. This training is comprised of both instructor-led and self-directed modules and built-in knowledge checks support your



user's confidence in the platform and leads to faster adoption.

#### Support Growth

Training Ov Learning Poth: Operat			
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Introduction	Settings	How to Final angle Budget	

OpenGov University supports your ever-changing processes and structure with on-demand courses created by subject matter experts. Learning paths enable new team members to onboard more quickly, support accomplishing infrequent tasks efficiently and demonstrate use cases of new functionality for your teams to maintain modern software. Leading governments expect training to supplement their long-term needs, and OpenGov University provides an on-demand solution for

continual training that evolves along with those needs.

- Maximize your investment. Save time by accelerating your team's knowledge and confidence to apply the software and best practices to your government.
- **Successful Change Management.** Shorten the time for a new team member to provide value to your department.
- Deliver modern software to your government. Leading governments are deploying modern software to improve their process, reduce their costs and deliver more to their communities.
- Available on your schedule. On-demand training when you need it, to help get the entire team on the same page.
- **Empower your teams.** Develop confidence in working with OpenGov comes by understanding how to use our tools to best improve your team's effectiveness.
- **Training that grows with you.** Ensure that new employees have easily-accessible training as both your team grows and as your future-proof technology investment evolves.



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# **Partnership Investment Summary**

OpenGov's pricing model consists of a flat, annual subscription for the associated software and professional services components. Our professional services include everything needed to ensure a successful launch: Initiation, Configuration, Validation, Deployment, and Training. **OpenGov offers a non-restrictive, unlimited pricing model, meaning customers are not limited to the number of users, logins, dashboards, reports or datasets.** Rather, we charge a flat, annually recurring subscription fee to encourage our customers to utilize the platform, increase adoption throughout their organization, get valuable unlimited usage, and have a predictable annual cost.

Products & Services	Description	
Permitting & LicensingPermits, Licensing, Code Enforcement, Inspections, Public Po Workflow and eSignature. Unlimited Users. Unlimited User Unlimited Data Storage.		
Reporting & Transparency Platform	Analysis, Dashboards, Stories, Citizen Engagement, Performance Measures	
Professional Services (Deployment)	<ul> <li>To be scoped on 2/28</li> </ul>	

#### \*\* standard 5% uplift included

		Software Ar	nual Fee	haite in	
<ul> <li>Business Licenses</li> <li>Code Enforcement</li> </ul>	Base Price <del>\$29,484</del>	Year 1 \$19,165	Year 2 \$21,000	Year 3 \$22,050	Annually

	Professional Services	s Deployment Fee	
Professional Services Hourly rate <del>\$215</del> Discounted to \$202	120 Hours	\$24,240	One-Time



**CLOUD SOLUTIONS 2016-2026** 

Led by the State of Utah



Master Agreement #: AR2488

#### Contractor: SHI INTERNATIONAL CORP.

#### Participating Entity: **STATE OF ILLINOIS**

The following products or services are included in this contract portfolio:

 All products and accessories, except consulting/advisory services, statement of work services, and partner services, listed on the Contractor page of the NASPO ValuePoint website.

#### **Master Agreement Terms and Conditions:**

- 1. <u>Scope:</u> This addendum covers *Cloud Solutions* led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Officer for General Services.
- 2. <u>Participation</u>: This NASPO ValuePoint Master Agreement may be used by all governmental units and qualified not-for-profit agencies authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the State of Illinois Chief Procurement Officer for General Services.
- 3. <u>Access to Cloud Solutions Services Requires State CIO Approval</u>: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
- 4. <u>Primary Contacts:</u> The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Name:	George Sperekas
Address:	290 Davidson Avenue, Somerset, NJ 08873
Telephone:	312-777-7962
Fax:	877-289-6088
Email:	George_Sperekas@SHI.com

#### Contractor

#### Participating Entity

Name:	Michelle Casey
Address:	401 S. Spring Street, Room 712, Springfield, IL 62706
Telephone:	217-494-5577
Email:	Cpo.UPP@illinois.gov

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#### 5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[\_\_] No changes to the terms and conditions of the Master Agreement are required.

[X\_] The following changes are modifying or supplementing the Master Agreement terms and conditions.

The Parties to this Participating Addendum are the State of Illinois acting through the undersigned Agency (collectively the State) and the Contractor. This Participating Addendum, consisting of the signature page and numbered sections listed above and below and any attachments referenced in this Participating Addendum, constitute the entire agreement between the Parties concerning the subject matter of the Participating Addendum, and in signing the Participating Addendum, the Contractor affirms that the Certifications and Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Participating Addendum. This Participating Addendum supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the agreement. This Participating Addendum, Standard Certifications, and Financial Disclosures and Conflicts of Interest will prevail in the event of a conflict between this Participating Addendum and Master Contract AR 2488. This Participating Addendum can be signed in multiple counterparts upon agreement of the Parties.

Participating Addendum uses Illinois Procurement Gateway Certifications and Disclosures and Forms B.?

#### 5.1 DEFINTIONS:

- 5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
- 5.1.2 "Consulting services" means services provided by Contractor to advise and assist a governmental unit in solving specific management or programmatic problems involving the organization, planning, direction, control or operations of a governmental unit. The services may or may not rise to the level of professional and artistic as defined in the Illinois Procurement Code or the

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Standard Procurement Rules for the Chief Procurement Officer for General Services.

- 5.1.3 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax or any other public entity created by statute.
- 5.1.4 "Partner services" means a relationship that extends beyond monetary considerations, including but not limited to integration of another company's products or services into Contractor's products or services or the agreement to support a common standard or protocol.
- 5.1.5 "Purchase order" means the written request by a governmental unit or qualified not-for-profit agency for the personal property, supplies or services subject to this Participating Addendum. Purchase orders shall contain the scope of work, which includes the Service Level Agreement as defined in Master Agreement AR2488, data categorization, delivery, and invoice information. All terms and conditions in this Participating Addendum apply with full force and effect to all Purchase Orders unless the governmental unit or qualified not-for-profit agency making the Purchase Order specifically seeks exemption or replacement of those terms in its Purchase Order. All Purchase Orders made by governmental units under the authority of the Chief Procurement Officer incorporate with full force and effect all the terms and conditions in this Participating Addendum.
- 5.1.6 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.
- 5.1.7 "Statement of work services" means unsolicited statements of work provided by Contractor for needs not identified by the governmental unit.

#### 5.2 JOINT AND COOPERATIVE PURCHASING

- 5.2.1 The supplies or and services subject to this Participating Addendum shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.2.2 Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the NASPO ValuePoint Master Agreement AR2488 for the items in this Participating Addendum to all authorized governmental units and qualified not-for-profit agencies. The supplies and services subject to this Participating Addendum shall be distributed or

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rendered directly to each governmental unit or qualified-not-for-profit agency. Contractor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of supplies and services purchased. The credit or liability of each governmental unit or qualified notfor-profit agency shall remain separate and distinct. Disputes between Contractor and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

- 5.3 SUBCONTRACTORS:
  - 5.3.1 All contactors, dealers, and resellers authorized in the State of Illinois as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement AR2488. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
  - 5.3.2 For purposes of this subsection, subcontractors are those specifically hired to perform all or part of the work covered by this Participating Addendum. If subcontractors will be utilized, Contractor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Participating Addendum, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Participating Addendum. Attach additional sheets as necessary.
  - 5.3.3 Will subcontractors be utilized?
  - 5.3.4 All contracts with the subcontractors identified above must include Standard Certifications completed and signed by the subcontractor.
  - 5.3.5 If the annual value of any of the subcontracts is more than \$50,000, then the Contractor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
  - 5.3.6 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Contractor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Contractor must also provide a completed Forms B for the subcontractor.

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- 5.3.7 If at any time during the term of the Participating Addendum, Contractor adds or changes any subcontractors. Contractor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Participating Addendum. Any subcontracts entered into prior to award of the Participating Addendum are done at the Contractor's and subcontractor's risk.
- 5.4 WHERE SERVICES ARE TO BE PERFORMED

Contractor will perform all material services under this contract in the United States. From time to time and in the ordinary course of its general business operations, Contractor may provide services incidental to performance of this contract from locations outside the US. Contractor will provide further information on this on request. These services are not unique to this contract and are not separately priced under this contract.

- 5.5 PRICING
  - 5.5.1 Type of Pricing: The Illinois Office of the Comptroller requires the State to indicate whether the Participating Addendum value is firm or estimated at the time it is submitted for obligation. The total value of this Participating Addendum is estimated.
  - 5.5.2 Expenses Allowed: Expenses are allowed as provided in Master Agreement AR2488.
  - 5.5.3 Intentionally omitted.
  - 5.5.4 Contractor's Pricing: Attach additional pages if necessary.
    - 5.5.4.1 Contractor's Price for the Initial Term: See the pricing in Master Agreement AR 2488.
    - 5.5.4.2 INTENTIONALLY OMITTED.

#### 5.6 TERM AND TERMINATION

- 5.6.1 TERM OF THIS CONTRACT: This Participating Addendum, has an initial term of date of execution to September 15, 2026. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.
  - 5.6.1.1 In no event will the total term of the Participating Addendum, including the initial term, any renewal terms and any extensions, exceed 10 years.



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5.6.1.2 Contractor shall not commence billable work in furtherance of the Participating Addendum prior to final execution of the Participating Addendum except when permitted pursuant to 30 ILCS 500/20-80.

#### 5.6.1.3 INTENTIONALLY OMITTED

- 5.6.2 TERMINATION FOR CAUSE: The State may terminate this Participating Addendum, in whole or in part, immediately upon notice to the Contractor if: (a) the State determines that the actions or inactions of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Contractor has notified the State that it is unable or unwilling to perform the Participating Addendum.
  - 5.6.2.1 If Contractor fails to perform to the State's satisfaction any material requirement of this Participating Addendum, is in violation of a material provision of this Participating Addendum, or the State determines that the Contractor lacks the financial resources to perform the Participating Addendum, the State shall provide written notice to the Contractor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Participating Addendum or (b) enforce the terms and conditions of the Participating Addendum.
  - 5.6.2.2 For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.
- 5.6.3 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days' prior written notice to Contractor, terminate this Participating Addendum in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor other than as described below.
  - 5.6.3.1 The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and Services provided in compliance with this Participating Addendum up to and including the date of termination.
  - 5.6.3.2 Termination of this Participating Addendum for convenience shall not affect the obligations of the State or the Contractor under any existing Purchase Orders issued under this Agreement, and such Purchase Orders shall continue in effect as though this Agreement

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- had not been terminated and was still in effect with respect to such Purchase Orders.
- 5.6.4 AVAILABILITY OF APPROPRIATION: This Participating Addendum is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Participating Addendum, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.
- 5.7 REPORTING: Pursuant to Section 42 of Master Agreement AR2488, Contractor shall provide quarterly usage reports. Contractor shall provide Illinois specific quarterly usage reports until the expiration of the term. The reporting period and submission due date shall be on the following schedule:

Fiscal Year Quarter 1	July-September due October 31
Fiscal Year Quarter 2	October-December due January 31
Fiscal Year Quarter 3	January-March due April 30
Fiscal Year Quarter 4	April-June due July 31

#### 5.8 ELECTRONIC PROCUREMENT:

- 5.8.1 The State of Illinois's eProcurement System, BidBuy, allows for the upload of multiple services and supplies. Contractor must complete and submit the file provided by the State within 30 days of receipt.
- 5.8.2 All Purchase Orders for agencies subject to the jurisdiction of the Chief Procurement Officer shall be made in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.
- 5.8.3 Contractor shall not accept any Purchase Order from an agency subject to the jurisdiction of the Chief Procurement Officer if the Purchase Order is not made

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in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.

- 5.8.4 Within 30 days of notification from the Chief Procurement Officer, Contractor shall not accept any Purchase Order from a governmental unit or qualified not-for-profit agency who is not subject to the jurisdiction of the Chief Procurement Officer unless the Purchase Order is made in the State's electronic procurement system.
- 5.9 STANDARD BUSINESS TERMS AND CONDITIONS
  - 5.9.1 PAYMENT TERMS AND CONDITIONS:
    - 5.9.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Contractor's sole remedy for late payments by the State. Payment terms contained on Contractor's invoices shall have no force and effect.
    - 5.9.1.2 Expenses: The State will not pay for supplies provided or Services rendered under this Participating Addendum, including related expenses, incurred prior to the execution of this Participating Addendum by the Parties even if the effective date of the Participating Addendum is prior to execution.
    - 5.9.1.3 Prevailing Wage: As a condition of receiving payment Contractor must (i) be in compliance with the Participating Addendum, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm),
    - 5.9.1.4 Federal Funding: A Purchase Order may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the supplies or service paid using

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Federal funds and the total Federal funds expected to be used will be provided in the contract.

- 5.9.1.5 Invoicing: By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the Participating Addendum and Master Agreement AR2488, and the amount billed and expenses incurred are as allowed in Master Agreement AR2488. Invoices for supplies purchased, Services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 5.9.1.6 Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Contractor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 5.9.1.7 Contractor shall invoice at the shipment of the Product purchase unless invoicing is tied in the Purchase Order to milestones, deliverables, or other invoicing requirements agreed to in the Purchase Order. Invoices for Services shall be submitted as specified in this Participating Addendum and the Statement of Work.
- 5.9.1.8 Contractor shall bill each governmental unit separately for its actual share of the costs of the supplies or Services purchased. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Contractor and governmental units shall be resolved between the affected parties.
- 5.9.2 ASSIGNMENT: This Participating Addendum may not be assigned, transferred in whole or in part by Contractor without the prior written consent of the State.
- 5.9.3 SUBCONTRACTING: For purposes of this section, subcontractors are those specifically hired to perform all or part of the Services covered by the Participating Addendum. Contractor must receive prior written approval from the Primary Contact before use of any subcontractors in the performance of this Participating Addendum. Contractor shall describe the names and addresses of all authorized subcontractors to be utilized by Contractor in the performance of the Statement of Work. All subcontracts must include the same certifications that Contractor must make as a condition of this Participating Addendum. Contractor shall include in each subcontract the

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subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

- 5.9.4 AUDIT/RETENTION OF RECORDS: Contractor and its subcontractors shall maintain books and records relating to the performance of the Participating Addendum or subcontract and necessary to support amounts charged to the State pursuant the Participating Addendum or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the Participating Addendum or completion of the Participating Addendum, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay Participating Addendum or Purchase Order costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records. 30 ILCS 500/20-65.
- 5.9.5 TIME IS OF THE ESSENCE: Time is of the essence with respect to Contractor's performance of this Participating Addendum. Contractor shall continue to perform its obligations while any dispute concerning the Participating Addendum is being resolved unless otherwise directed by the State.
- 5.9.6 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 5.9.7 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the

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Participating Addendum without penalty if performance does not resume within 30 days of the declaration.

- 5.9.8 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this Participating Addendum may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Participating Addendum. Contractor shall presume all information received from the State or to which it gains access pursuant to this Participating Addendum is confidential. Contractor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Participating Addendum shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Participating Addendum or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Participating Addendum, in whatever form it is maintained, promptly at the end of the Participating Addendum, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 5.9.9 SECURITY REQUIREMENT FOR INFORMATION AND SYSTEMS. Contractor must ensure the following requirements are understood and allocate sufficient project time and resources to address the security requirements:
  - 5.9.9.1 An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment, data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vender program and project management personnel must ensure the

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coordination of these activities with State of Illinois program and project management personnel.

- 5.9.9.2 If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards. https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx
- 5.9.9.3 Vendor must also adhere to a minimum security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 4, Security and Privacy Controls for Federal Systems and Organizations. <u>http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf.</u> If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.
- 5.9.9.4 Cloud solutions must adhere to recommendations of the Cloud Security Alliance. Vendors may find guidance and cross-referencing to the NIST 800-53, Revision 4 with the Cloud Security Alliance controls at <a href="https://cloudsecurityalliance.org/download/cloud-controls-matrix-v3-0-1/">https://cloudsecurityalliance.org/download/cloud-controls-matrix-v3-0-1/</a>.
- 5.9.9.5 State and Federal laws, rules and regulations as well as industryspecific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.
  - 5.9.9.5.1 Illinois Identity Protection Act (5 ILCS 179)
  - 5.9.9.5.2 Illinois Personal Information Protection Act (815 ILCS 530)
  - 5.9.9.5.3 The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99)

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5.9.9.5.4	Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016
5.9.9.5.5	Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
5.9.9.5.6	Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version 2.0 September 20, 2013.
5.9.9.5.7	Federal Internal Revenue Service (IRS) Publication 1075 Tax Information Security Guidelines for Federal. State and Local Agencies September 2016.
5.9.9.5.8	Federal Information Security Modernization Act of 2014 Amends the Federal Information Security Management Act of 2002 (FISMA).
5.9.9.5.9	Gramm-Leach-Bliley Act (GLB Act or GLBA), also known as the Financial Modernization Act of 1999.
5.9.9.5.10	Health Insurance Portability and Accountability Act (P.L. 104-191). August 1996,
5.9.9.5.11	National Institute of Standards and Technology (NIST) Special Publication 800-53 Revision 4 Security and Privacy Controls for Federal Information Systems and Organizations.
5.9.9.5.12	Payment Card Industry (PCI) Data Security Standard (DSS) Version 3.2.

5.9.9.6 Vendor must complete a business impact analysis (BIA) in compliance with guidelines of the Illinois Department of Innovation & Technology, Division of Information Security. Vendor must complete an Information System Contingency Plan and Critical Infrastructure Contingency Plan which addresses the contingency and recovery requirements identified as part of the BIA. Contingency and recovery plans must be approved by the

#### **CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah



Department of Innovation & Technology, Division of Information Security prior to any information system commencing production. Vendor must agree to an initial on-site inspection, and annual onsite inspections of disaster recovery facilities by the state or a third-party acquired by the state at the discretion of the state.

- 5.9.9.7 Vendor must agree and assist with the facilitation of authenticated information system vulnerability scans to be conducted by the state or a third-party acquired by the state at the discretion of the state. These vulnerability scans must be completed prior to information systems commencing production, and high-risk vulnerabilities must be addressed prior to systems going into production.
- 5.9.9.8 The State may require the submission of an appropriate Service Organization Controls Report dependent upon the data and business processes supported by the vendor provided system or services. <u>http://www.aicpa.org/Pages/default.aspxAICPA</u>
- 5.9.10 USE AND OWNERSHIP: All work performed or supplies created by Contractor under this Participating Addendum, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Contractor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Contractor may have to such work including any so-called "moral rights" in connection with the work. Contractor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Participating Addendum. Notwithstanding the foregoing, Contractor retains ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications, and enhancements thereto, (2) its confidential information, and (3) any tools or scripting applications used, developed, or created by Contractor or its third party licensors during the performance of this Participating Addendum.
- 5.9.11 INDEMNIFICATION AND LIABILITY: The Master Agreement AR2488 Indemnification and Limitation of Liability clause applies (section 13 of Attachment A).
- 5.9.12 INSURANCE: Contractor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may

#### **CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah



not be modified or canceled until at least 30 days' notice has been provided to the State, except in the case of cancellation for insurance premium nonpayment, in which case the State shall be notified ten (10) days prior to such cancellation. Contractor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.

- 5.9.13 INDEPENDENT CONTRACTOR: Contractor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 5.9.14 SOLICITATION AND EMPLOYMENT: Contractor shall not employ any person employed by the State during the term of this Participating Addendum to perform any work under this Participating Addendum. Contractor shall give notice immediately to the Agency's director if Contractor solicits or intends to solicit State employees to perform any work under this Participating Addendum.
- 5.9.15 COMPLIANCE WITH THE LAW: The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Participating Addendum. Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Contractor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Participating Addendum.
- 5.9.16 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Contractor's and subcontractor's officers, employees or agents who perform on-site services. Contractor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 5.9.17 APPLICABLE LAW: This Participating Addendum shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 III. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Participating Addendum must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into

#### **CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah



binding arbitration to resolve any Participating Addendum dispute. The State of Illinois does not waive sovereign immunity by entering into this Participating Addendum. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 5.9.18 ANTI-TRUST ASSIGNMENT: If Contractor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Participating Addendum, then upon request of the Illinois Attorney General, Contractor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 5.9.19 CONTRACTUAL AUTHORITY: When the Chief Procurement Officer signs a Participating Addendum on behalf of the State of Illinois, governmental units or and qualified not-for-profit agency, only the Agency, governmental unit or qualified not-for-profit agency or qualified not-for-profit agency that places an order with the Contractor shall have any liability to Contractor for that order.
- 5.9.20 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Participating Addendum using the Participating Addendum information following the signatures in the Participating Addendum or Purchase Order. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 5.9.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Participating Addendum officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 5.9.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Contractor shall meet to discuss performance or provide Participating Addendum performance updates to help ensure proper performance of the Participating Addendum. The State may consider Contractor's performance under this Participating Addendum and compliance with law and rule to determine whether to continue the Participating Addendum, suspend

**CLOUD SOLUTIONS 2016-2026** 

Led by the State of Utah



Contractor from doing future business with the State for a specified period of time, or to determine whether Contractor can be considered responsible on specific future contract opportunities.

- 5.9.23 FREEDOM OF INFORMATION ACT: This Participating Addendum and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Participating Addendum or Master Agreement AR2488.
- 5.9.24 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 5.9.25 WARRANTIES FOR SERVICES:
  - 5.9.25.1 Contractor warrants that all Services will be performed to meet the requirements of the Participating Addendum in an efficient and effective manner by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Participating Addendum, who is disruptive or not respectful of others in the workplace, or who in any way violates the Participating Addendum or State policies.
- 5.9.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Contractor shall immediately notify the State of any event that may have a material impact on Contractor's ability to perform the Participating Addendum.
- 5.9.27 EMPLOYMENT TAX CREDIT: Contractors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 6. <u>Orders:</u> Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

# NASPO ValuePoint PARTICIPATING ADDENDUM

# **CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah



IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity/Procuring Agency: State of Illinois Chief Procurement Officer for General Services: Address: 401 S. Spring Street, Room 712 Springfield, IL 62706	Contractor: SHI INTERNATIONAL CORP. 290 Davidson Ave. Somerset, NJ 08873
Signature:	Signature:
2 to Day	Kristina Mann
Name:	Name:
Ellen H. Daley	Kristina Mann
Title:	Title:
Chief Procurement Officer for General Services	
	Senior Contract Specialist
Date:	Date:
10-10-18	10/4/2018

# NASPO ValuePoint PARTICIPATING ADDENDUM

# **CLOUD SOLUTIONS 2016-2026**

Led by the State of Utah

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AG	GENCY USE ONLY	NOT PART OF CONTRACTUAL PROVISIONS
•	Agency Reference # 16NVP1	
•	Project Title: Cloud Solutions Cooperative Purchasir Contract #:	ıg
•	Procurement Method (IFB, RFP, Small Purchase, et IPB Reference #, 22037768	c.): RFP
•	IPB Publication Date: 1/19/16	
•	Award Code: M(30 ILCS 525/3) Subcontractor Utilization?	Subcontractor Disclosure? 🗌 Yes 🛄No
	Funding Source:	
•	Obligation #:	
•	Small Business Set-Aside? □ Yes ⊠No	Percentage:
•	Minority Owned Business? 🗌 Yes 🖾No	Percentage:
•	Female Owned Business? 🗋 Yes 🖾No	Percentage:
•	Persons with Disabilities Owned Business? 🗌 Yes [	No Percentage:
	Veteran Owned Small Business? 🗋 Yes 🖾No	Percentage:
•	Other Preferences?	

MEMO

# A RESOLUTION AUTHORIZING THE PURCHASE AND DEPLOYING A WEB-BASED PERMITTING, LICENSING AND CODE ENFORCEMENT SOFTWARE WITH OPENGOV, INC., IN AN AMOUNT NOT TO EXCEED \$43,405

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 purchase and deploy a web-based Permitting, Licensing and Code Enforcement Software with OpenGov, Inc., in an amount not to exceed \$43,405, 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 5<sup>th</sup> day of June, 2023.

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of June, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

				San Jose, CA 95160 United States	
uote Number:	OG-008008				
created On:	4/21/2023			Prepared By:	Kelly Ammons
order Form Expiration:	6/30/2023			Email:	kammons@opengov.com
ubscription Start Date: ubscription End Date:	6/30/2023 6/29/2026			Contract Term:	36 Months
Customer Information					and the second
Customer:	City of Darien, IL			Contact Name:	Dan Gombac
Bill To/Ship To:	1702 Plainfield Rd	1		Email:	dgombac@darien.il us
	Darien, IL			Phone:	630-353-8106
Order Details	United States				
• • •	Annually in Advar Net Thirty (30) Da				
OFTWARE SERVICES:	Product / Serve	ce	Start Date	End Date	Annual Fee
		cement - 1 Service Area sor System & Flags. Autofill Interface	6/30/2023	6 <b>/29</b> /2024	\$19,165.00
		cement - 1 Service Area sor System & Flags, Autofill Interface	6/30/2024	6/29/2025	\$26,859.00
		cement - 1 Service Area sor System & Flags, Autofill Interface	6/30/2025	6/29/2026	\$28,201 95
					Annual Subscription Total: See Billing Table
ROFESSIONAL SERVICES	3:				
roduct / Service Professional Services Depl	oyment - Prepaid	Start Date 6/30/2023			
					Professional Services Total: \$24,240.00
Silling Table:					
Billing Date	Amount Due				
June 30, 2023	\$43,405 00	(Annual Software Fee + Professional S	ervices)		
June 30, 2024	\$26,859.00	(5% Uplift)			
June 30, 2025	\$28,201 95	(5% Uplift)			
Order Form Legal Terms					ess at PO Box 41340, San Jose, CA 95160 ("OpenGov")

City of Darien, IL	OpenGov, Inc.
Signature	Signature
Name:	Name:
Title	Title
Date:	Date:

#### OPENGOV SOFTWARE SERVICES AGREEMENT

Signatures	
Customer:	OpenGov, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

# [SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

# <u>AGENDA MEMO</u> Municipal Services Committee May 22, 2023

# **ISSUE STATEMENT**

**A motion** authorizing Staff to proceed with the Clarendon Hills Crosswalk Pedestrian Signal Project Clarendon Hills Road at Hinsdale South High School 7400 Block of Clarendon Hills Road in an amount not to exceed \$56,200

# AND INCLUSIVE OF THE ABOVE

A <u>resolution</u> accepting a proposal from TAPCO for the purchase of two (2) Pedestrian Crosswalk Signalization System for the crosswalk applications at Clarendon Hills Road at Hinsdale South High School at an amount not to exceed \$23,147.68.

# **BACKGROUND/HISTORY**

On April 3, 2023 the students of Hinsdale South Civics Department, presented a report regarding the existing crosswalks fronting the high school. The students requested electronic pedestrian signals that would allow optimal safety conditions for students to cross Clarendon Hills Road from the school parking lot to the school. Mr. Jason Oskorep, Director of Operations, informed the City Council they were willing to allocate up to \$25,000 for the improvement. The Mayor and City Council directed Staff to review and present a solution to accommodate the request.

The current condition incorporates 3 three mid-block crosswalks on Clarendon Hills Road from the school parking lot to the school within the 7400 block. It is unknown since the inception of the cross walks whether the school or the City had initially installed them. Staff had forwarded the school a proposal in 2019 regarding improvements that the school may take and since there was no momentum to move forward. The existing maintenance for striping has been maintained by both agencies over the years. In 2013, Traffic Consultant Kenig, Lindgren, O'Hara, Aboona, Inc, (KLOA) conducted a study and provided recommendations to improve the crosswalks. The City had taken subsequent measures to install additional signage and flashing beacons. The study was forwarded to the school and no further action was taken by either agency. Attached and labeled as <u>Attachment A</u> is the 2013 Crosswalk Study.

Staff has reviewed the study and confirmed that the standards applied then are current. Staff has reviewed the field conditions and attached as <u>Attachment B</u> is the proposed scope and cost of work:

Upon completion of the project the City will maintain and own all the components within the Clarendon Hills roadway.

Staff has partnered with TAPCO to build the pedestrian signal unit for our application and is further discounted through the OMNIA Partners, Public Sector Partnership; Contract #2020-200. See <u>Attachment C</u>. The proposed expenditure was not contemplated for the 23/24 Budget. The share cost for the City would be approximately \$26,000 with Hinsdale South High School contributing

Hinsdale South High School Pedestrian Crosswalk Signal MSC 05-22-23 pg. 2

up to \$25,000, see attached Letter of Understanding, labeled as <u>Attachment D</u>. The expenditure would be expended from the following account

ACCOUNT	ACCOUNT	FY 23/24	PROPOSED
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE
	Capital		
25-35-4380	Pedestrian Signal Project	\$-0-	\$ (56,200)

# **STAFF RECOMMENDATION**

Staff recommends approval of a motion authorizing Staff to proceed with the Clarendon Hills Crosswalk Pedestrian Signal Project Clarendon Hills Road at Hinsdale South High School 7400 Block of Clarendon Hills Road in an amount not to exceed \$56,200.

# AND INCLUSIVE OF THE ABOVE

A resolution accepting a proposal from TAPCO for the purchase of two (2) Pedestrian Crosswalk Signalization System for the crosswalk applications at Clarendon Hills Road at Hinsdale South High School at an amount not to exceed \$23,147.68.

# **ALTERNATE CONSIDERATION**

As recommended by the Municipal Services Committee.

### **DECISION MODE**

This item will be placed on the June 5, 2023 City Council agenda for formal consideration.



9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018 p: 847-518-9990 | f: 847-518-9987

MEMORANDUM TO:	Daniel Gombac Director of Municipal Services City of Darien
FROM:	Eric D. Russell, P.E., PTOE, PTP, LEED AP ND Principal
	Michael A. Werthmann, P.E., PTOE Principal
DATE:	November 26, 2013
SUBJECT:	Clarendon Hills Road Mid-Block Pedestrian Crossings Hinsdale South High School

Based on our conversations it is understood that the City would like to explore measures to improve the pedestrian crossings at Hinsdale South High School, specifically across Clarendon Hills Road, which is under the jurisdiction of the City of Darien. There are presently four crosswalks along Clarendon Hills Road between 75<sup>th</sup> Street and Elm Street, one of which is at a controlled location at 75<sup>th</sup> Street and the other three of which are at uncontrolled mid-block locations that connect the high school campus with the student parking lot and stadium on the west side of Clarendon Hills Road. The three mid-block crossings are shown in Exhibits 1-3 on the following page.

The City has already implemented several measures previously recommended by KLOA to improve the visibility at the mid-block crossings, including school speed zone signs with yellow flashing beacons, fluorescent yellow-green school crossing signs and advance school crossing signs with post reflectors, in-street pedestrian crossing signs, and continental-style crosswalk markings. However, it is our understanding that there continues to be conflicts between vehicles and pedestrians. The purpose of this memorandum is to summarize a range of potential crosswalk improvement options that the City might consider to further enhance pedestrian safety at these mid-block crossings.

# North and Center Mid-Block Crossings

These two pedestrian crossings are in close proximity to each other being only 85 feet apart. The north crosswalk is aligned with the opening in the fence line of the student parking lot and the sidewalk that extends along the curbfront of the north (faculty) parking lot. The center crosswalk aligns with the sidewalks that lead from the school entrance doors on the north side of the high school building and the crosswalk that extends through the student parking lot to the stadium entrance. The proximity of these crosswalks to each other, and to the south crosswalks just 365 feet further south, creates a duplication of signs that reduces their effectiveness. Further, vehicles can get trapped between the north and center crosswalks when pedestrians are using both.



Exhibit 1 North Mid-Block Crosswalk Photos





Exhibit 2 Center Mid-Block Crosswalk Photos



Exhibit 3 South Mid-Block Crosswalk Photos

To improve pedestrian safety at this location, KLOA recommends the following improvements in order of priority:

- 1. <u>Remove the north crosswalk and adjoining sidewalk segments (see Exhibit 4)</u> Since the center crosswalk is the more direct route from the school to the stadium, and because this crosswalk accesses the parking lot much closer to the center of the lot than the north crosswalk, the north crosswalk could be removed along with the adjoining sidewalk segments. The opening in the parking lot fence that is aligned with this crosswalk should also be closed with this improvement.
- 2. Install flashers on center crosswalk school crossing signs (see Exhibit 5) There are several types of yellow flashing beacons that are used on pedestrian crossing signs to more effectively capture motorist's attention when pedestrians are in the crosswalk. Rectangular rapid-flashing beacons (RRFB) have proven to be the most effective with research showing they produce 80-90 percent driver compliance in yielding to pedestrians at uncontrolled crossings<sup>1</sup>. This is the highest yielding rate of all devices not featuring a red display, and up to four times greater than standard round vellow beacons, which research has shown to produce yielding rates at crosswalks of only 20-30 percent. When activated, the LED arrays flash an FHWA-specified, alternating 'wig-wag' pattern that can be timed for the pedestrian crossing width and walking speed. On Clarendon Hills Road, the RRFB would need to flash for a minimum of 15-20 seconds to provide adequate time for pedestrians to cross to road. The system can be hard-wired or solar-powered, and the flashers can be triggered actively or passively by wired or wireless push buttons, infrared bollards, and motion sensors. When activated, a radio transmitter wirelessly turns on the flashing beacons on the opposite side of the road, eliminating the need to run power lines beneath the pavement. Lighting can be attached to the signs to illuminate the signs and the crosswalk when the flashers are activated for improved nighttime visibility. Costs for these systems can range up to \$35,000 for each crossing location, depending on the features selected.
- 3. <u>Install pedestrian-crossing island within median at the center crosswalk (see Exhibit 6)</u>. These islands serve as a barrier that separates crossing pedestrians from motor vehicles. By breaking the crossing into two phases, crossing islands decrease pedestrian wait time, reduce crossing distance, and allow pedestrians to focus on one direction of traffic at a time. The islands can also reduce the speed of vehicles approaching the crossing. They typically have a minimum length of 20 feet and are designed to be accessible to pedestrians with visual impairment or in wheelchairs. The portable in-street pedestrian crossing signs currently used at the crosswalk can be permanently installed on the island. This location is ideal for an island because it does not conflict with turning movements or access to left-turn lanes. Costs can vary widely depending on the length of the island and the treatments used to construct the island.
- 4. <u>Improve street lighting at the center crosswalk</u>. The only illumination at this crosswalk is currently provided by a street light standard located on the west side of the road approximately 35 feet south of the crosswalk. Lighting can be improved by installing pedestrian-scale light standards on each end of the crosswalk or by adding crosswalk lighting features on the RRFB pedestrian crossing signs (see Exhibit 5).

<sup>&</sup>lt;sup>1</sup> An Analysis of the Efficacy of Rectangular-shaped Rapid-Flash LED Beacons to Increase Yielding to Pedestrians Using Crosswalks on Multilane Roadways in the City of St. Petersburg, FL, *by Dr. Ron Van Houten and Dr. J. E. Louis Malenfant, Center for Education and Research in Safety.* 

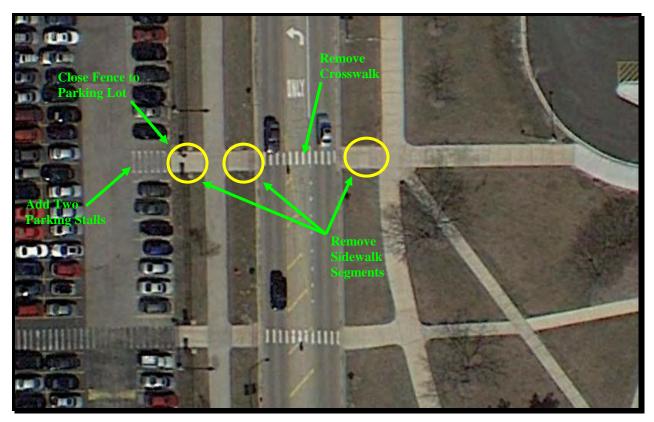


Exhibit 4 Remove North Mid-Block Crosswalk



**Exhibit 5 Examples of Pedestrian Crossing Sign with Rectangular Rapid Flashing Beacons** 



Exhibit 6 Example of Pedestrian Crossing Island

# South Mid-Block Crossing

The south crosswalk is aligned with the west entrance of the high school building and the south opening in the fence line of the student parking lot. To improve pedestrian safety at this location, KLOA recommends the following improvements:

- 1. <u>Install flashers on south crosswalk school crossing signs (see Exhibit 5)</u> The RRFB system is recommended here as well as at the center crosswalk location.
- 2. <u>Improve street lighting at the south crosswalk</u>. The only illumination at this crosswalk is currently provided by a street light standard located on the west side of the road approximately 20 feet south of the crosswalk. Lighting can be improved by installing a pedestrian-scale light standard on the opposite side of the street or by adding crosswalk lighting features on the RRFB pedestrian crossing signs (see Exhibit 5).

Unlike the center crosswalk location, the installation of a pedestrian crossing island at the south midblock crossing could have an impact on roadway operations as the crosswalk passes through the taper to the southbound left-turn lane approaching  $75^{th}$  Street. Installing an island at this location would reduce the length of the turn lane and left-turn storage capacity. Further study of traffic operations at the Clarendon Hills Road/ $75^{th}$  Street intersection would need to be performed to determine the impact that a pedestrian crossing island would have at this location.

# **Summary**

This memorandum summarized several crosswalk improvement options that the City might consider to enhance pedestrian safety at the three mid-block crossings on Clarendon Hills Road adjacent to Hinsdale South High School. The northernmost mid-block crosswalk is recommended to be removed.

JOB LOCATION	HINSDALE SOUTH HIGH SCHOOL CROSSWALK PROJECT						
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR
CROSSWALK UNITS 2 UNITS PER SET	2	LUMP SUM	\$ 11,574.00	\$ 23,148.00	-	\$ -	
NORTHERN CROSSWALK							
SIDEWALK REMOVAL	190	SQ FT	\$ 8.25	\$ 1,567.50	-	\$ -	
CURB AND GUTTER	12.25	LINEAL FEET	\$ 29.00	\$ 355.25			
REMOVE CROSSWALK 12-INCH BARS	80	SQ FT	\$ 0.50	\$ 40.00			
LANDSCAPE RESTORATION	1	LUMP SUM	\$ 800.00	\$ 800.00			
MISC YELLOW STRIPING	25	LINEAL FEET	\$ 0.70	\$ 17.50			
MIDDLE CROSSWALK							
CURB AND GUTTER SAFETY REFUGE	75	LINEAL FEET	\$ 29.00	\$ 2,175.00			
SIDEWALK REFUGE ISLAND	160	SQ FT	\$ 8.25	\$ 1,320.00	-	\$ -	
SIDEWALK ADA REFUGE ISLAND	50	SQ FT	\$ 27.00	\$ 1,350.00	-	\$ -	
PED SIGNAGE	1	LUMP SUM	\$ 1,284.00	\$ 1,284.00			
ELECTRIC	1	LUMP SUM	\$ 7,500.00	\$ 7,500.00			
SIDEWALK ADA R&R	30	SQ FT	\$ 16.00	\$ 480.00			
CURB AND GUTTER	25	LINEAL FEET	\$ 29.00	\$ 725.00			
MISC STRIPING	1	LUMP SUM	\$ 250.00	\$ 250.00			
ROAD PATCH	1	LUMP SUM	\$ 2,200.00	\$ 2,200.00			
FLAGGERS	1	LUMP SUM	\$ 1,000.00	\$ 1,000.00			
SOUTHERN CROSSWALK							
PED SIGNAGE	1	LUMP SUM	\$ 1,284.00	\$ 1,284.00			
ELECTRIC	1	LUMP SUM	\$ 7,500.00	\$ 7,500.00			
TRAFFIC CONSULTANT REVIEW	1	LUMP SUM	\$ 500.00	\$ 500.00	-	\$ -	
SUB TOTAL				\$ 53,496.25			
CONTINGENCY	1	LUMP SUM	5%	\$ 2,674.81			
PROGECT COST				\$ 56,171.06			



# **SALES QUOTE**

# SALES QUOTE DATE 5/11/2023 SALES QUOTE NUMBER Q23007775 CUSTOMER NO. C12455 Page: 1

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

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

Ext. Document No.	SHIP VIA	TERMS	SALESI	PERSON	VALID UNTIL	
AC RRFB W/SAFEWALK	ABF Quoted	Net 30 DAYS	Deidre Jones		6/9/2023	
tem/Description		U/M	Quantity	Unit Price	Total Price	
Crosswalk - 120VAC, DS RRFB, iN:	X, SafeWalk, 30" FYG W11-	2 & 24" Arrows, 4.5"x13'	Poles:			
500754 CONTROLLER, DUAL IWS, 120VAG	C, HOLLOW, POLARA APS,	Each SW ILLUM	2	2,520.00	5,040.00	
142048 Universal Cabinet Mounting Brack	ket, SOP Cabinets 108766,	Each 108045, 120652, Includes	2 s U-Bolt Hardware	157.46	314.92	
138089 RRFB, Dimmable, Assembly with L	Jniversal Mounting Kit	Each	8	517.50	4,140.00	
140259 Wire Harness, Dimmable RRFB, 50	)' of Cable w/ Male Connec	Each	4	110.66	442.64	
143402 SafeWalk Illuminator Assembly wi	ith Mounting Kit	Each	4	261.00	1,044.00	
144162 Push Button, iNX, No Braille, Yello	w Single Arrow, 9"x12" R10	Each 0-25 Faceplate	4	675.00	2,700.00	
146153-50 Cable, Bulk, 6C 18AWG, Outdoor/	'Burial Rated, ICEA E2 Color	Each r, 50 foot pre-cut length	4	105.30	421.20	
373-05075		Each	8	110.66	885.28	

All prices are listed in US Dollar (USD)

For terms and conditions, please visit https://tapconet.com/terms-conditions



**BILL TO** 

City of Darien

Dan Gombac

Darien, IL 60561

Public Works Department

1041 S. Frontage Road

United States of America

# **SALES QUOTE**

# SALES QUOTE DATE 5/11/2023 SALES QUOTE NUMBER Q23007775

# CUSTOMER NO.

C12455

Page: 2

#### **SHIP TO** City of Darien

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

<b>Ext. Document No.</b> AC RRFB W/SAFEWALK	SHIP VIA ABF Quoted	<b>TERMS</b> Net 30 DAYS	SALESPERSON Deidre Jones		VALID UNTIL 6/9/2023	
Item/Description	Quoted	U/M	Quantity	Unit Price	Total Price	
W11-2,30"x30"x.080 DG3 FYG,Pede	estrian Crossing (Symbol)	Fed Spec - Fluorescent Y	ellow-Green Sign			
373-01757 W16-7PR,24"x12"x.080 DG3 FYG,D	own Diagonal Right Arrov	Each v (Fed Spec) Sign	4	40.46	161.84	
373-01759 W16-7PL,24"x12"x.080 DG3 FYG,Do	own Diagonal Left Arrow	Each (Fed Spec) Sign	4	40.46	161.84	
373-13 Standard Aluminum Pole, 13' Sche	dule 40 6061-T6 4.5" O.D.	Each T.O.E.	4	904.50	3,618.00	
203-00014 Base,Aluminum Square Pedestal, N	lo Paint Door, SP-5444-Pቦ	Each	4	216.00	864.00	
3177-00042 J-Bolt,1"x 42"+4" ATSM F1554 GR-	105 92k 12" Thread Full G	Each alvanized with Nut & Lo	16 ck Washer	40.46	647.36	
030-00006 Washer Flat 1-1/16"ID x2.50D"x.12	25" Galvanized For 1" A/B,	Each for use w/ J-bolts (not ir	16 icl)	5.36	85.76	
107265 Sign Mounting Kit, Banded, Flared	Leg, Standard For Mount	Each ing B2B Static Signs to a	8 Large Pole	41.40	331.20	

TAPCO OMNIA Partners Contract # 2020-200

All prices are listed in US Dollar (USD)

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**BILL TO** 

City of Darien

Dan Gombac

Darien, IL 60561

Public Works Department 1041 S. Frontage Road

United States of America

# **SALES QUOTE**

## **SALES QUOTE DATE** 5/11/2023

**SALES QUOTE NUMBER** 

# Q23007775

# **CUSTOMER NO.**

C12455

Page: 3

# SHIP TO

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

Ext. Document No.	SHIP VIA TERMS SALESPERSON		PERSON	VALID UNTIL		
AC RRFB W/SAFEWALK	ABF Quoted	Net 30 DAYS	Deidre Jones		6/9/2023	
Item/Description		U/M	Quantity	Unit Price	Total Price	
Two pole RRFB system - 2 Full Sy	rstems Quoted					
Furnish only quote. Installation is	not included.					
Thank you! Deidre Jones						
Email: Deidre.jones@tapconet.cc	m					
Phone: 262-649-5227						
3200-0000			1	575.00	575.00	
FREIGHT SALES						

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

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



MEMO

Mr. Jason Oskorep 7401 Clarendon Hills Rd. Darien, IL 60561

Dear Mr. Oskorep:

# REF: Letter of Understanding-Pedestrian Signal Project-Hinsdale South High School-Clarendon Hills Road

The following letter of understanding is in regards to ongoing discussions regarding the Pedestrian Signal Project fronting Hinsdale South High School within the 7400 block of Clarendon Hills Road. The project goal is to create tow optimal and safe pedestrian crossing routes on Clarendon Hills Road between the school and the parking lot. The scope of work includes the following:

#### Northern Crosswalk

Remove sidewalk R&R Curb and Gutter Remove Crosswalk Bars Miscellaneous Striping Landscape Restoration Remove Pedestrian Signage

The District will be required to address the following at the northern crosswalk: Sidewalk removal west of the existing path Landscape Restoration Construct fence to enclose the parking lot

### Middle Crosswalk

Construct Safety Refuge Island Install Pedestrian Signal Electric Install Pedestrian Signage Remove and Replace Limited Curb and Gutter Miscellaneous Road Patching Miscellaneous Striping Miscellaneous Landscape Restoration

Southern Crosswalk

Install Pedestrian Signal Electric

City of Darien 1702 Plainfield Road Darien, IL 60561

Install Pedestrian Signage Remove and Replace Limited Curb and Gutter Miscellaneous Road Patching Miscellaneous Striping Miscellaneous Landscape Restoration

The estimated total cost is \$56,200. The cost to the District would be capped at a not to exceed \$25,000. The City of Darien will be responsible for the residual. Upon completion of the improvement the City will own and maintain the infrastructure and striping in perpetuity. The City has assigned the following Purchase Order No:

# 05-22-23 Hinsdale South Pedestrian Project-\$25,000

Should you have any further questions or comments please feel free to contact me at 630-353-8106. Upon your review please acknowledge the letter of understanding.

Sinceret

Dan Gombac Director of Municipal Services

### City of Darien

Mayor Signature

Date: \_\_\_\_\_

Resolution	No:				

# Hinsdale South High School

Jason Oskorep, Director of Operations.

Signature

Date

Billing Address

City\_\_\_\_\_ State IL Zip Code\_\_\_\_\_

Cc: Bryon Vana, City Administrator Julie Saenz, City Accountant Kris Throm, Superintendent of Municipal Services MEMO

# A RESOLUTION ACCEPTING A PROPOSAL FROM TAPCO FOR THE PURCHASE OF TWO (2) PEDESTRIAN CROSSWALK SIGNALIZATION SYSTEM FOR THE CROSSWALK APPLICATIONS AT CLARENDON HILLS ROAD AT HINSDALE SOUTH HIGH SCHOOL AT AN AMOUNT NOT TO EXCEED \$23,147.68

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 TAPCO for the purchase of two (2) Pedestrian Crosswalk Signalization System for the crosswalk applications at Clarendon Hills Road at Hinsdale South High School at an amount not to exceed \$23,147.68, 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 5<sup>th</sup> day of June 2023.

AYES: \_\_\_\_\_\_\_NAYS:

ABSENT:

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 5<sup>th</sup> day of June 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

Exhibit A

# Safe travels:

**FAPCO** 

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

# **SALES QUOTE**

# **SALES QUOTE DATE** 5/11/2023 **SALES QUOTE NUMBER** Q23007775 **CUSTOMER NO.** C12455

Page: 1

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

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

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON		VALID UNTIL
AC RRFB W/SAFEWALK	ABF Quoted	Net 30 DAYS	Deidre Jones 6/9/20		6/9/2023
Item/Description		U/M	Quantity	Unit Price	Total Price
Crosswalk - 120VAC, DS RRFB, iN	X, SafeWalk, 30" FYG W11-	2 & 24" Arrows, 4.5"x13'	Poles:		
500754 CONTROLLER, DUAL IWS, 120VAC	c, Hollow, Polara Aps, 1	Each SW ILLUM	2	2,520.00	5,040.00
142048 Universal Cabinet Mounting Brack	et, SOP Cabinets 108766,	Each 108045, 120652, Includes	2 s U-Bolt Hardware	157.46	314.92
138089 RRFB, Dimmable, Assembly with L	Iniversal Mounting Kit	Each	8	517.50	4,140.00
140259 Wire Harness, Dimmable RRFB, 50	)' of Cable w/ Male Connec	Each	4	110.66	442.64
143402 SafeWalk Illuminator Assembly wi	th Mounting Kit	Each	4	261.00	1,044.00
144162 Push Button, iNX, No Braille, Yello	w Single Arrow, 9"x12" R10	Each D-25 Faceplate	4	675.00	2,700.00
146153-50 Cable, Bulk, 6C 18AWG, Outdoor/	Burial Rated, ICEA E2 Color	Each r, 50 foot pre-cut length	4	105.30	421.20
373-05075		Each	8	110.66	885.28

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# **SALES QUOTE**

# SALES QUOTE DATE 5/11/2023 SALES QUOTE NUMBER

# Q23007775

# **CUSTOMER NO.** C12455

Page: 2

**BILL TO** City of Darien

Dan Gombac Public Works Department 1041 S. Frontage Road Darien, IL 60561 United States of America SHIP TO City of Darien Dan Gombac 1720 Plainfield Rd Darien, IL 60561 United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON		VALID UNTIL
AC RRFB W/SAFEWALK	ABF Quoted	Net 30 DAYS	Deidre Jones 6/9/20		6/9/2023
Item/Description		U/M	Quantity	Unit Price	Total Price
W11-2,30"x30"x.080 DG3 FYG,Ped	estrian Crossing (Symbol)	Fed Spec - Fluorescent Ye	ellow-Green Sign		
373-01757 W16-7PR,24"x12"x.080 DG3 FYG,D	own Diagonal Right Arrow	Each v (Fed Spec) Sign	4	40.46	161.84
373-01759 W16-7PL,24"x12"x.080 DG3 FYG,D	own Diagonal Left Arrow (	Each Fed Spec) Sign	4	40.46	161.84
373-13 Standard Aluminum Pole, 13' Sche	dule 40 6061-T6 4.5" O.D.	Each T.O.E.	4	904.50	3,618.00
203-00014 Base,Aluminum Square Pedestal, N	lo Paint Door, SP-5444-PN	Each	4	216.00	864.00
3177-00042 J-Bolt,1"x 42"+4" ATSM F1554 GR-	105 92k 12" Thread Full G	Each alvanized with Nut & Loc	16 k Washer	40.46	647.36
030-00006 Washer Flat 1-1/16"ID x2.5OD"x.12	25" Galvanized For 1" A/B,	Each for use w/ J-bolts (not ind	16 cl)	5.36	85.76
107265 Sign Mounting Kit, Banded, Flared	Leg, Standard For Mounti	Each ng B2B Static Signs to a L	8 arge Pole	41.40	331.20

TAPCO OMNIA Partners Contract # 2020-200

All prices are listed in US Dollar (USD)

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**BILL TO** 

City of Darien

Dan Gombac

Darien, IL 60561

Public Works Department 1041 S. Frontage Road

United States of America

# **SALES QUOTE**

## **SALES QUOTE DATE** 5/11/2023

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C12455

Page: 3

# SHIP TO

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

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON		VALID UNTIL	
AC RRFB W/SAFEWALK	ABF Quoted	Net 30 DAYS	Deidr	e Jones	6/9/2023	
Item/Description		U/M	Quantity	Unit Price	Total Price	
Two pole RRFB system - 2 Full Sy	rstems Quoted					
Furnish only quote. Installation is	not included.					
Thank you! Deidre Jones						
Email: Deidre.jones@tapconet.co	m					
Phone: 262-649-5227						
3200-0000			1	575.00	575.00	
FREIGHT SALES						

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

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



# MINUTES CITY OF DARIEN MUNICIPAL SERVICES COMMITTEE MEETING April 24, 2023

PRESENT: Alderman Thomas Belczak-Chairman, Alderman Eric Gustafson, Alderman Joseph Kenny, Dan Gombac – Director, Jordan Yanke – City Planner

ABSENT: None

# ESTABLISH QUORUM

Chairperson Thomas Belczak called the meeting to order at 6:01 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

New Business

a. Motion - Approval to recommend zoning ordinance revisions pertaining to short-term rentals to the City Council and to forward the draft revisions to the Planning and Zoning Commission for public hearing and commission review.

Mr. Jordan Yanke, City Planner reported that the City Council heard public comment regarding short-term rentals and how they are regulated and directed staff to research a greater restriction for short term rentals. He reported that staff researched a few ordinances and modeled Oakbrook Terrace's ordinance where they defined short term rentals and prohibited it.

Mr. Dan Gombac, Director reported that enforcement will include a notice of violation, ticket issuance and a court hearing.

Chairperson Tom Belczak questioned if the city attorney has reviewed.

Mr. Gombac reported that the attorney has reviewed the ordinance.

Chairperson Belczak questioned if there is a need for exceptions.

Mr. Yanke reported that some of the exceptions were a bit too wordy and that the Oakbrook Terrace ordinance seemed to fit best.

There was some discussion regarding short term rentals for sporting events, business, etc. in the area.

Mr. Gombac reported that the short term rentals will be defined as six weeks or more based on the definition of family. He reported that short term rentals have been an issue with Argonne in the past.

Mr. David Leatherwood, Darien resident stated that his neighbor's house is an Airbnb rental on the weekends.

Mr. Gombac encouraged Mr. Leatherwood to contact the police for noise and safety concerns and so that there is a record of the issue.

There was some discussion regarding penalties. The committee agreed to recommend to the City Council a fine of \$1,000.

Chairperson Belczak stated that the fine is for residents to obey the ordinance and not intended for the City to make money.

There was no one in the audience wishing to present public comment.

Alderman Gustafson made a motion, and it was seconded by Alderman Kenny approval to recommend zoning ordinance revisions pertaining to short-term rentals to the City Council and to forward the draft revisions to the Planning and Zoning Commission for public hearing and commission review.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

b. Resolution - Accepting a proposal from Steve Piper and Sons for Tub Grinding Services in an amount not to exceed \$6,200.00.

Mr. Dan Gombac, Director reported that the City requires the services of regrinding wood mulch accumulated through the City's brush pick-up program twice a year. He reported that the wood chips are then utilized for City planters throughout town and are delivered at a cost to residents.

Mr. Gombac reported that residents also have the opportunity to pick up the double ground chips at no cost from the Public Works facility. He reported that the City requested competitive quotes for the tub grinding and received two responses.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Steve Piper and Sons for Tub Grinding Services in an amount not to exceed \$6,200.00.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

c. Resolution - Authorizing the following Private Property Rear Yard Storm Water Management Assistance Projects.

Mr. Dan Gombac, Director reported that throughout the year, the City receives complaints regarding drainage issues within the rear or side yard lot lines/easements due to standing water that stems from active sump pumps, grading issues, and mature landscaping. He reported that the areas further stay saturated throughout the season, thereby making it difficult to mow and maintain the areas and further create conditions for mosquito breeding.

Mr. Gombac reported that the City's Private Property-Rear Yard Storm Water Management Assistance Policy or Rear Yard Drainage Program allows residents, multifamily, commercial property owners, and the City to work together in resolving the nuisance ponding and drainage issues. He reported that this falls within the budget with an \$8,000 surplus.

There was no one in the audience wishing to present public comment.

### MUNICIPAL SERVICES COMMITTEE

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson authorizing the following Private Property Rear Yard Storm Water Management Assistance Projects.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

d. Resolution - Accepting a quote from Terrain Landscape Contractors, for the Darien Clock Tower Maintenance Project at the northeast corner of Plainfield and Cass Ave for fountain maintenance, wall removal and replacement, resetting of the pavers and electrical upgrades with modified lighting in an amount not to exceed \$74,875.00.

Mr. Dan Gombac, Director, reported on the maintenance of the clock tower structure and erosion issues from the water. He reported that this year's FY23/24 Budget includes funding for extensive maintenance and overhaul for the water feature and the existing modular wall units and paver block.

Mr. Gombac provided an overview of the maintenance and the current issues and reported that due to the extent of the maintenance, staff is recommending modifying the existing round design to a geometrical shape that will be square. He reported that the revised geometrical configuration will provide an optimal structural integrity and substantially reduce the overspray onto the pavers, due to high winds.

Alderman Joe Kenny questioned if the project details were reviewed by Christopher Burke for engineering review.

Mr. Gombac reported that staff did not consult with them and that they used people in the trade. He reported that the issues are landscaping amenities and not an engineering issue.

Alderman Kenny stated that he questioned the water feature when the fountain was installed and asked why it has to run 24/7.

There was some discussion regarding the configuration of the fountain, the benches, garbage cans, etc. and how to improve it.

There was no one in the audience wishing to present public comment.

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a quote from Terrain Landscape Contractors, for the Darien Clock Tower Maintenance Project at the northeast corner of Plainfield and Cass Ave for fountain maintenance, wall removal and replacement, resetting of the pavers and electrical upgrades with modified lighting in an amount not to exceed \$74,875.00.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

e. Minutes – March 27, 2023 Municipal Services Committee

Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of the March 27, 2023, Municipal Services Committee Meeting Minutes.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

# DIRECTOR'S REPORT

a. Update - Update - PZC2023-02 City of Darien Marquee Sign (7702 Cass Avenue)

Mr. Dan Gombac, Director reported that the PZC held a public hearing and approved the marquee sign 7-2. He reported that the comments were related to aesthetics.

Mr. Gombac reported that the PZC was provided draft sketches of the sign and that architectural renderings were not done for cost savings until approved. He reported that the PZC recommended that the panels be one color but after speaking with the owners that there would be trademark, corporate color, etc. issues. He further reported that the PZC also suggested having "Drive Safely" on the sign after hours.

Mr. Gombac reported that the sign will have a water feature and that the sign will allow for advertising for the 10-11 tenants at no additional cost and will also have City messages. He reported that the City will control the messages and advertising.

There was discussion regarding charging a small advertising fee to cover some of the management service fee. Mr. Gombac reported that depending on the timing there may be a MSC special meeting prior to bringing it before the City Council.

# NEXT SCHEDULED MEETING

Chairperson Tom Belczak announced that the next meeting is scheduled for Monday, May 22, 2022.

# ADJOURNMENT

With no further business before the Committee, Alderman Kenny made a motion, and it was seconded by Alderman Gustafson to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 7:33 p.m.

RESPECTFULLY SUBMITTED:

Thomas Belczak Chairman Eric Gustafson Alderman

Joseph Kenny Alderman