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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**  
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REVISED Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

May 20, 2024

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes
  - A. [April 15, 2024, City Council](#)
  - B. [May 6, 2024, City Council](#)
7. Receiving of Communications
8. Mayor's Report
  - A. Recognition of the Downers Grove South Wind Ensemble
  - B. Recognition of Paul Gangi – Darien Lions Humanitarian of the Year
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
  - A. Police Department
  - B. Municipal Services
12. Treasurer's Report
  - A. Warrant Number — [23-24-26](#)
  - B. Warrant Number — [24-25-02](#)

13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
  - A. Consideration of a Motion to Approve [One Electronics Recycling Event](#) with the City's Current Refuse Hauler, Lakeshore Recycling Systems, LLC (LRS) in an Amount not to Exceed \$9,400
  - B. Consideration of a Motion to Authorize the City Administrator to Sign a [Contract for the Best Bid for Street Light Electric Supply](#)
  - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Approve a [One Year Extension to the Agreement with MC Squared Energy Services, LLC \(MC2\)](#) to Provide Full-Requirements Electricity Supply and Related Services for the City's Electric Aggregation Program
  - D. Consideration of a Motion to Approve a Resolution Approving the Expenditure of Budgeted Funds, Line Item 01-40-4815 [Equipment to Replace Worn and Damaged Cabinets, Sinks, etc.](#) from Albrite Building in the Total Amount of \$17,369.00
  - E. Consideration of a Motion to Approve a Resolution Approving the Expenditure of Budgeted Funds to [Purchase Ammunition](#) from Kiesler's Police Supply in the Amount of \$19,385.55
  - F. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Emergency Vehicle Tech for the [Purchase of Parts and Labor for the Outfitting of \(7\) Administrative Cars](#) Using Department of Justice Award Money in the Amount of \$65,096.44
  - G. Consideration of a Motion to Approve a Resolution Accepting a Proposal from CDS Office Technologies for the [Purchase of \(15\) Panasonic FZ 55 Semi-Ruggedized Laptops](#) Using Capital Purchases Equipment Funds in the Amount of \$66,360
  - H. Consideration of a Motion to Approve a Resolution Accepting a Proposal from CDS Office Technologies for the [Purchase of \(15\) Zebra ZQ521 Mobile Direct Thermal Printers](#) Using DUI Technology Funds in the Amount of \$18,570
  - I. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Stalker Applied Concepts for the [Purchase of \(12\) IL DSR 2x Radar Units](#) Using DUI Technology Funds in the Amount of \$22,101.36
17. New Business
  - A. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of Two \(2\) Zero Turn Radius, Rear Discharging, Riding Mowers](#), Model ZD1211R-3-60R and Model ZD1211RL-3-72R from Alta Equipment Company in the Amount of \$35,436.82

- B. Consideration of a Motion to Approve a Resolution to Accept a Proposal for the Purchase of One (1) New Hydraulic Guillotine Pipe Cutting Saw from E.H. Wachs Utility Products in an Amount not to Exceed \$15,565.00
  - C. Consideration of a Motion to Approve a Resolution Calling for an Immediate and Sustainable Ceasefire and Humanitarian Aid in Gaza and the Release of Hostages and Those Unjustly Held **(This Resolution Was Received By A Citizen and not Prepared by the City of Darien.)**
  - D. Consideration of a Motion to Direct Staff to Prepare a Draft Policy Pertaining to Votes that will be considered by the City Council
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE APRIL 15, 2024 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:24 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**APRIL 15, 2024**

**7:30 P.M.**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

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

Absent: None

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

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

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

There were none.

6. **APPROVAL OF MINUTES** – April 1, 2024

It was moved by Alderman Kenny and seconded by Alderman Leganski to approve the minutes of the City Council Meeting of April 1, 2024.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Aldерwoman Sullivan received communication from a resident in the Carriage Greens area regarding trucks parked and stored at Carriage Greens Country Club; owners have been contacted regarding removal.

8. **MAYORS REPORT**

Mayor Marchese noted change to the order of items under the Mayors Report.

**A. WELCOME NEW BUSINESS – TONY & TINA’S DELI**

April Padalik, Darien Chamber of Commerce, announced Ribbon Cutting Ceremony for Tony & Tina’s Deli located at 8133 S. Cass on Thursday, May 18, from 5:00 – 7:00 P.M. She introduced Tony and Tina Buzinski who spoke about menu items and their business.

Aldерwoman Sullivan and Mayor Joe commented on the food and dining experience.

Ms. Buzinski thanked the City of Darien for the ability to move forward with their dream and for the outpouring of support.

**B. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF JOHN E. CALLAN TO THE BOARD OF FIRE AND POLICE COMMISSIONERS**

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

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

Clerk Ragona administered the Oath of Office to John E. Callan.

**C. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF JEFFREY MAY TO THE POLICE PENSION BOARD**

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

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

Clerk Ragona administered the Oath of Office to Jeffrey May.

**D. CONSIDERATION OF A MOTION TO THE REAPPOINTMENTS OF ALLAN JACKIMEK, HEATHER CONROY, DEB HARDTKE AND ARLETA PEKNIK TO THE ENVIRONMENTAL COMMITTEE**

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

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**

Clerk Ragona administered the Oath of Office to Allan Jackimek, Heather Conroy, Deb Hardtke, and Arleta Peknik.

**E. HINSDALE SOUTH STUDENT RECOGNITION**

Mayor Marchese recognized Hinsdale South All-State Athletes:

- Parker Chen – Boys Swimming: 13<sup>th</sup> Place 100 Yard Backstroke
- Chloe Goins – Girls Tennis: 3<sup>rd</sup> Place Singles
- Kelsey Pettry – Girls Bowling: State Champion Wheelchair Division
- Amerie Flowers – Girls Basketball
- Amelia Lavorato – Girls Basketball

In addition, he acknowledged the Girls Basketball Team who were 4<sup>th</sup> in State and brought home the first ever Girls Basketball State Trophy in school history.

Dr. Patrick Hardy, Principal, expressed his honor in celebrating these outstanding students and athletes; he acknowledged their phenomenal work.

Coaches Beth Walker (Swimming), Courtney Bison (Tennis), Scott Tanaka (Basketball), and Patrick Maag (Bowling) recognized athletes on their respective teams.

Mayor Marchese congratulated and presented students with City of Darien pins.

Alderman Sullivan announced Hinsdale South High School spring musical, The 25<sup>th</sup> Annual Putman County Spelling Bee, will run from April 18 – 20; she shared production times and ticket cost.

Mayor Marchese commented that the Downers Grove South High School Wind Ensemble will be attending the May 20 City Council Meeting.

Alderman Leganski commented on attending super-sectional game. He commented on his excitement in seeing the student body on the court and bringing the school and community together.

9. **CITY CLERK’S REPORT**

Clerk Ragona reminded those who received Economic Interest Statements from DuPage County and City of Darien that both statements are due May 1, 2024. She noted DuPage County penalizes for late returns.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT – NO REPORT**

**B. MUNICIPAL SERVICES – NO REPORT**

12. **TREASURER’S REPORT**

**A. WARRANT NUMBER 23-24-24**

It was moved by Alderwoman Sullivan and seconded by Alderman Stompanato to approve payment of Warrant Number 23-24-24 in the amount of \$1,453,978.55 from the enumerated funds, and \$294,726.87 from payroll funds for the period ending 04/04/24 for a total to be approved of \$1,748,705.42.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

**MOTION DULY CARRIED**



**B. MONTHLY REPORT – MARCH 2024**

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of March 2024.

<u>General Fund:</u>	Revenue \$18,049,863 Expenditures \$13,991,130; Current Balance \$7,434,252
<u>Water Fund:</u>	Revenue \$6,784,574; Expenditures \$7,400,156 Current Balance \$2,978,678
<u>Motor Fuel Tax Fund:</u>	Revenue \$960,978; Expenditures \$719,534; Current Balance \$1,715,555
<u>Water Depreciation Fund:</u>	Revenue \$20,436; Expenditures \$52,749; Current Balance \$580,924
<u>Capital Improvement Fund:</u>	Revenue \$1,193,349; Expenditures \$4,539,000; Current Balance \$16,422,684

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for May 6, 2024 at 6:00 P.M.

**Municipal Services Committee** – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for April 22, 2024 at 6:00 P.M.

**Police Committee** – Chairman Kenny stated the minutes of the February 20, 2024 meeting were approved and submitted to the Clerk’s Office. He announced the Police Committee meeting is scheduled for May 20, 2024 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

**A. ORDINANCE NO. O-08-24 AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN**

**B. RESOLUTION NO. R-33-24 A RESOLUTION APPROVING THE MUTUAL TERMINATION AGREEMENT BETWEEN THE CITY OF DARIEN AND VIGILANT SOLUTIONS, LLC AND VIGILANT SOLUTIONS LLC TO REIMBURSE THE CITY OF DARIEN \$82,279.79**

**C. RESOLUTION NO. R-34-24 A RESOLUTION TO APPROVE THE PURCHASE OF LICENSE PLATE RECOGNITION (LPR) CAMERAS AND RELATED EQUIPMENT FROM FLOCK GROUP INC. USING DEPARTMENT OF JUSTICE AWARD MONEY IN THE AMOUNT OF \$35,500**

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0  
**MOTION DULY CARRIED**

17. **NEW BUSINESS**

There was no New Business.

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

Alderman Gustafson thanked AMVETS team, located by WalMart, for cleaning the wetland area. He commented on items found during cleanup and reminded residents to follow the rules and not use area as a dumping ground.

Mayor Marchese noted sixteen Darien residents from various organization will be participating in a focus group as part of City’s Strategic Planning Session on April 16 from 7:00 – 9:00 P.M. in the Police Department Training Room.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:10 P.M.

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Mayor

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City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 04-15-24. Minutes of 04-15-24 CCM.

DRAFT

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE MAY 6, 2024 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:11 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**MAY 6, 2024**

**7:30 P.M.**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Thomas J. Belczak	Ted V. Schauer
	Joseph A. Kenny	Ralph Stompanato
	Gerry Leganski	Mary Coyle Sullivan

Absent: Eric K. Gustafson

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

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

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

There were none.

6. **APPROVAL OF MINUTES**

There were none.

7. **RECEIVING OF COMMUNICATIONS**

Alderman Schauer received communication from...

...Cathy Rojas, 900 block of 79<sup>th</sup> Street, regarding speeding on 79<sup>th</sup> Street. Director Gombac commented on speed study and the next steps to be taken.

...Robert Altepeter, 8400 block of Mystic Trace, regarding cars illegally parking on his side of the street and blocking driveway. Mr. Altepeter was directed to call 911. Director Gombac noted an additional NO parking sign will be added.

Alderwoman Sullivan received communication from ...

...Carriage Greens Country Club asking neighbors to be mindful of the golf course, which is private property.

...several residents regarding road closure signage posted on North Frontage Road. She explained IDOT curve correction project will be starting; Bailey Road to entrance of Our Lady of Mount Carmel will be closed from May 15 through August.

... Lisa Janek expressing desire for a sound wall along Frontage Road.

...Kelly Glisan inquiring about work being done at Carriage Greens Country Club; Municipal Service is addressing revisions to pavilion.

8. **MAYORS REPORT**

Mayor Marchese stated City Planner Yanke will be leaving; he thanked him for his work and dedication. City Planner Yanke thanked Director Gombac and Administrator Vana for their direction over the last couple of years.

9. **CITY CLERK'S REPORT**

There was no report.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT – NO REPORT**

**B. MUNICIPAL SERVICES – NO REPORT**

Director Gombac commented on IDOT project located at North Frontage Road and Cass Avenue. He stated effective May 15 the road will be closed just west of Our Lady of Mount Carmel Church driveway to Bailey Road. Director Gombac anticipates an August completion date. He reviewed detour route.

Alderwoman Sullivan commented that no homes are impacted and school buses will be rerouted. Director Gombac noted schools have been notified.

12. **TREASURER’S REPORT**

**A. WARRANT NUMBER 23-24-25**

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to approve payment of Warrant Number 23-24-25 in the amount of \$413,940.62 from the enumerated funds, and \$306,217.46 from payroll funds for the period ending 04/18/24 for a total to be approved of \$720,158.08.

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

**B. WARRANT NUMBER 24-25-01**

It was moved by Alderman Schauer and seconded by Alderman Stompanato to approve payment of Warrant Number 24-25-01 in the amount of \$57,942.97 from the enumerated funds, and \$407,836.92 from payroll funds for the period ending 05/02/24 for a total to be approved of \$465,779.89.

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairwoman Sullivan announced the next Administrative/Finance Committee meeting is scheduled for June 3, 2024 at 6:00 P.M.

**Municipal Services Committee** – Chairman Belczak announced the next Municipal Services Committee meeting is scheduled for Tuesday, May 28, 2024 at 6:00 P.M.

**Police Committee** – Chairman Kenny announced the Police Committee meeting is scheduled for May 20, 2024 at 6:00 P.M. in the Police Department Training Room.

Mayor Marchese announced the Darien Community Action Committee will meet on Saturday, May 18, 2024 from 11:00 – 12:30 P.M. in the Police Department Training Room.

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

Attorney Murphey commented about Consent Agenda Item B regarding the Woodland Glen Development. For clarification purposes, he noted Council approved rezoning the property and granted preliminary plan approval. He stated Council’s task is to determine whether final plans comply with the rezoned property. He noted Planning & Zoning Commission and Municipal Services Committee recommended favorable consideration.

Attorney Uribe commented on letter she submitted on behalf of her clients, Tony and Jeanine Antiporek. Ms. Antiporek and several area residents voiced their concerns with the Woodland Glen Development.

Alderwoman Sullivan inquired about communication from Christopher B. Burke Engineering. Director Gombac responded and explained review process by DuPage County including Transportation, Sanitary District, and Stormwater. He commented on mylar preparation and letter of credit requirements.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

**A. CONSIDERATION OF A MOTION TO APPROVE:**

- **THE ANNUAL FOURTH OF JULY PARADE ON MONDAY, JULY 4, 2024, BEGINNING AT 9:30 A.M., SPONSORED BY THE DARIEN LIONS CLUB AND**
- **AUTHORIZING THE POLICE DEPARTMENT TO ASSIST IN TRAFFIC CONTROL AND AUTHORIZING THE TEMPORARY CLOSURE OF STREETS FOR THE FOURTH OF JULY PARADE: FROM THE JEWEL PARKING LOT, NORTH ON CASS AVENUE TO 71ST STREET; EAST ON 71ST STREET TO CLARENDON HILLS ROAD; SOUTH ON CLARENDON HILLS ROAD TO HINSDALE SOUTH HIGH SCHOOL**

**B. ORDINANCE NO. O-09-24**

**AN ORDINANCE GRANTING FINAL PUD AND FINAL PLAT OF SUBDIVISION APPROVAL (PZC2024-02: WOODLAND GLEN SUBDIVISION)**

**C. RESOLUTION NO. R-35-24**

**A RESOLUTION ACCEPTING A PROPOSAL AT THE UNIT PRICES FOR SIDEWALK GRINDING FROM HARD ROCK CONCRETE CUTTERS, INC., FOR AN AMOUNT OF \$251,100 AND APPROVAL OF A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,000**

**D. RESOLUTION NO. R-36-24**

**A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 3-LEAK LOGGER PROGRAM, CONSISTING OF 217 LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$219,441.70**

**E. RESOLUTION NO. R-37-24**

**A RESOLUTION ACCEPTING A PROPOSAL FROM SUPERIOR ROAD STRIPING, INC., AT THE PROPOSED UNIT PRICES, IN AN AMOUNT NOT TO EXCEED \$16,000.00 FOR THE 2024 STREET STRIPING PROGRAM**

**F. RESOLUTION NO. R-38-24**

**A RESOLUTION TO ACCEPT A PROPOSAL FOR THE PURCHASE OF ONE (1) NEW HUSQVARNA WALK-BEHIND SAW WITH 24 INCH BLADE DIAMETER FROM O'LEARY'S CONTRACTORS EQUIPMENT & SUPPLY, INC., IN AN AMOUNT NOT TO EXCEED \$8,750.00**



G. RESOLUTION NO. R-39-24

A RESOLUTION AUTHORIZING THE LICENSE RENEWAL OF A WEB-BASED WORK ORDER SOFTWARE WITH GRANICUS IN AN AMOUNT NOT TO EXCEED \$9,099.16

H. RESOLUTION NO. R-40-24

A RESOLUTION ACCEPTING A PROPOSAL FROM TKB ASSOCIATES, INC., FOR DIGITALIZING, CATALOGING, SOFTWARE, HARDWARE AND PROGRAMMING IN AN AMOUNT NOT TO EXCEED \$68,615 FOR THE MUNICIPAL SERVICES DEPARTMENT

I. RESOLUTION NO. R-41-24

A RESOLUTION ACCEPTING A PROPOSAL FROM TKB ASSOCIATES, INC., FOR DIGITALIZING, CATALOGING, SOFTWARE, HARDWARE AND PROGRAMMING IN AN AMOUNT NOT TO EXCEED \$49,015 FOR THE COMMUNITY DEVELOPMENT-BUILDING DIVISION PERMIT FILES

J. RESOLUTION NO. R-42-24

A RESOLUTION ACCEPTING A 3-YEAR CONTRACT FROM VESTIS UNIFORM & WORKPLACE SUPPLIES FOR THE LEASING OF FLOOR MATS INCLUDING THE DELIVERY AND CLEANING OF IN AN AMOUNT NOT TO EXCEED \$4,967.04 EACH YEAR

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF DEPARTMENT HEADS: GREG THOMAS, POLICE CHIEF; AND DANIEL GOMBAC, DIRECTOR OF MUNICIPAL SERVICES

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

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

Clerk Ragona administered the Oath of Office to Chief Thomas and Director Gombac.

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

Alderman Leganski commented about the influx of solicitors canvassing the area. He reminded residents that all solicitors must display a permit and to call 911 on those not compliant. “No Solicitor” decals are available at City Hall.

Sixteen individuals expressed reasons and concerns for wanting City Council to consider a humanitarian cease-fire in Gaza resolution. Comments included: release hostages, end violence, diversity & kindness, address hate crimes, humanity not politics, need action to make a difference, and fear for safety.

Mayor Marchese asked Council if they would like to move forward with cease-fire in Gaza resolution. Alderman Belczak and Alderman Kenny felt request was worthy of discussion.

Mayor Marchese thanked all for coming out and touching so many hearts.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:54 P.M.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**CITY OF DARIEN****EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
May 20, 2024**

Approval is hereby given to have the City Treasurer of Darien, Illinois pay to the officers, employees, independent contractors, vendors, and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

General Fund	\$100,787.73
Water Fund	\$395,030.05
Motor Fuel Tax Fund	\$53,967.40
Stormwater Management Fund	\$2,500.00
Water Depreciation Fund	
Special Service Area Tax Fund	
Impact Fee Expenditures	
Capital Improvement Fund	\$430,910.25
Cannabis Fund	
Federal Equitable Sharing Fund	\$14,388.00
<i>Subtotal:</i>	<u>\$997,583.43</u>
General Fund Payroll	\$ -
Water Fund Payroll	\$ -
<i>Subtotal:</i>	<u>\$ -</u>

<i>Total to be Approved by City Council:</i>	<u>\$997,583.43</u>
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**Approvals:**

\_\_\_\_\_  
Joseph A. Marchese, Mayor

\_\_\_\_\_  
JoAnne E. Ragona, City Clerk

\_\_\_\_\_  
Michael J. Coren, Treasurer

\_\_\_\_\_  
Bryon D. Vana, City Administrator

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 4/23/2024 Through 4/23/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ACCURATE EMPLOYMENT SCREENING	BACKGROUND CHECKS /SOLICITORS	AP042324-FY24	4219	Liability Insurance	559.12
AIS	INSTALL NEW FIREWALLS	AP042324-FY24	4325	Consulting/Professional	16,553.60
AIS	INSTALL NEW FIREWALLS	AP042324-FY24	4325	Consulting/Professional	528.94
CHASE CARD SERVICES	ZOOM SUBSCRIPTION	AP042324-FY24	4213	Dues and Subscriptions	15.99
CHASE CARD SERVICES	TRIBUNE SUBSCRIPTION	AP042324-FY24	4213	Dues and Subscriptions	7.96
CHASE CARD SERVICES	DAILY HERALD SUBSCRIPTION	AP042324-FY24	4213	Dues and Subscriptions	16.00
CHASE CARD SERVICES	QUICKBOOKS	AP042324-FY24	4239	Public Relations	1,941.05
CHASE CARD SERVICES	SUPPLIES FOR STRATEGIC PLANNING MEETING	AP042324-FY24	4253	Supplies - Office	27.31
CHASE CARD SERVICES	SUPPLIES FOR STRATEGIC PLANNING MEETING	AP042324-FY24	4253	Supplies - Office	14.99
CHASE CARD SERVICES	SUPPLIES FOR STRATEGIC PLANNING MEETING	AP042324-FY24	4253	Supplies - Office	16.06
CHASE CARD SERVICES	SUPPLIES FOR STRATEGIC PLANNING MEETING	AP042324-FY24	4253	Supplies - Office	67.98
CHASE CARD SERVICES	SUPPLIES FOR STRATEGIC PLANNING MEETING	AP042324-FY24	4253	Supplies - Office	8.46
CHASE CARD SERVICES	SUPPLIES FOR STRATEGIC PLANNING MEETING	AP042324-FY24	4253	Supplies - Office	17.49
CHASE CARD SERVICES	MEALS FOR SPRINGFIELD TRIP / MAYOR, VANA	AP042324-FY24	4265	Travel/Meetings	188.40
CHASE CARD SERVICES	CITY HALL MEETING	AP042324-FY24	4265	Travel/Meetings	23.98
CHASE CARD SERVICES	PW INTERNET	AP042324-FY24	4267	Telephone	243.96

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 4/23/2024 Through 4/23/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHASE CARD SERVICES	REPLENISH IPASS	AP042324-FY24	4273	Vehicle (Gas and Oil)	40.00
CHRONICLE MEDIA LLC	LEGAL NOTICE: VARIATION- INDIAN PRAIRIE LIBRARY (P&Z)	AP042324-FY24	4221	Legal Notices	262.50
COMCAST	SIP SERVICE- MARCH/APRIL 2024	AP042324-FY24	4267	Telephone	475.62
MECO CONSULTING GROUP LLC	COMMUNICATIONS & POWER PRESENTATION FOR MAYOR	AP042324-FY24	4239	Public Relations	3,010.00
MUNIWEB	WEBSITE MAINTENANCE- APRIL 2024	AP042324-FY24	4325	Consulting/Professional	976.68
ODP BUSINESS SOLUTIONS	TONER FOR CH	AP042324-FY24	4253	Supplies - Office	66.00
ODP BUSINESS SOLUTIONS	PAPER PLATES FOR CH	AP042324-FY24	4253	Supplies - Office	9.29
STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES FOR CH	AP042324-FY24	4253	Supplies - Office	54.60
				Total Administration	25,125.98

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 4/23/2024 Through 4/23/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ALKAYE MEDIA GROUP	VIDEO SERVICES FOR CITY COUNCIL MEETINGS	AP042324-FY24	4206	Cable Operations	900.00
CHASE CARD SERVICES	MAYOR MARCHESE- WEST SUBURBAN CHAMBER OF COMMERCE	AP042324-FY24	4213	Dues and Subscriptions	35.00
				Total City Council	935.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 4/23/2024 Through 4/23/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHASE CARD SERVICES	JOB POSTING- CITY PLANNER	AP042324-FY24	4213	Dues and Subscriptions	295.00
CHASE CARD SERVICES	BUILDING PLAN -LABELS	AP042324-FY24	4253	Supplies - Office	71.94
CHASE CARD SERVICES	ARCGIS SOFTWARE	AP042324-FY24	4325	Consulting/Professional	179.34
DUPAGE COUNTY RECORDER	LIEN RECORDING: 3073 HILLSIDE (WEED REMOVAL)	AP042324-FY24	4328	Const/Prof Reimbursable	57.00
ELEVATOR INSPECTION SERVICE CO	2 ELEVATOR RE-INSPECTIONS FOR MEYERS COMMONS	AP042324-FY24	4328	Const/Prof Reimbursable	50.00
				Total Community Development	653.28

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 4/23/2024 Through 4/23/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A BLOCK MARKETING, INC	PREMIUM HARDWOOD BARK	AP042324-FY24	4350	Forestry	450.00
BANNERVILLE USA INC	SPRING LIGHT POLE BANNERS	AP042324-FY24	4257	Supplies - Other	4,940.00
BARRY REGGI	REIMBURSEMENT- SPRINKLER PART DAMAGED- 2023 CONCRETE PROG	AP042324-FY24	4257	Supplies - Other	60.00
BUTTREY RENTAL SERVICES, INC.	PRE-MIXED FUEL	AP042324-FY24	4225	Maintenance - Equipment	167.76
CHASE CARD SERVICES	JOB POSTING	AP042324-FY24	4263	Training and Education	250.00
CHASE CARD SERVICES	FUEL #503 PW	AP042324-FY24	4273	Vehicle (Gas and Oil)	75.00
CHASE CARD SERVICES	FUEL #500 PW	AP042324-FY24	4273	Vehicle (Gas and Oil)	117.50
CHASE CARD SERVICES	ARCGIS SOFTWARE	AP042324-FY24	4325	Consulting/Professional	179.33
CINTAS #769	MAT RENTAL -CITY HALL	AP042324-FY24	4223	Maintenance - Building	17.98
CINTAS #769	MAT RENTAL- PUBLIC WORKS	AP042324-FY24	4223	Maintenance - Building	16.18
CINTAS #769	MAT RENTAL- POLICE DEPT	AP042324-FY24	4223	Maintenance - Building	29.50
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW 3-21-24	AP042324-FY24	4219	Liability Insurance	406.25
DYNAMIC IRRIGATION	2023 WINTERIZATIONS	AP042324-FY24	4223	Maintenance - Building	4,640.00
EJ EQUIPMENT, INC.	EQUIPMENT	AP042324-FY24	4229	Maintenance - Vehicles	3,071.56
FOSTER'S TEST LANE	TEST LANE 4-4-24	AP042324-FY24	4219	Liability Insurance	138.00
FOSTER'S TRUCK REPAIR	TEST LANE 4-2-24	AP042324-FY24	4219	Liability Insurance	713.00
FOX VALLEY FIRE & SAFETY	SPRINKLER REPAIR- 1702 PLAINFIELD RD	AP042324-FY24	4223	Maintenance - Building	1,095.00
HOME DEPOT	SUPPLIES FOR MAINTENANCE /OPERATIONS	AP042324-FY24	4223	Maintenance - Building	488.50
HOME DEPOT	SUPPLIES FOR MAINTENANCE /OPERATIONS	AP042324-FY24	4257	Supplies - Other	510.52
JC LANDSCAPING/TREE SERVICE	LANDSCAPE MAINTENANCE- CITY SITES	AP042324-FY24	4223	Maintenance - Building	1,333.33



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 4/23/2024 Through 4/23/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
JC LANDSCAPING/TREE SERVICE	MULCH- CLOCK TOWER	AP042324-FY24	4350	Forestry	1,250.00
JC LANDSCAPING/TREE SERVICE	MULCH- 8 MEDIANS	AP042324-FY24	4350	Forestry	4,900.00
JC LANDSCAPING/TREE SERVICE	TRIM/WEEEDING - CLOCK TOWER	AP042324-FY24	4350	Forestry	1,250.00
JC LANDSCAPING/TREE SERVICE	LANDSCAPE MAINTENANCE- 75TH PLANTERS	AP042324-FY24	4350	Forestry	2,333.33
JC LANDSCAPING/TREE SERVICE	LANDSCAPE MAINTENANCE- ENTRANCE SIGNS	AP042324-FY24	4350	Forestry	891.00
JC LANDSCAPING/TREE SERVICE	LANDSCAPE MAINTENANCE- CLOCK TOWER	AP042324-FY24	4350	Forestry	1,808.34
JEFFREY L. CORNEILS	CORNEILS- UNIFORM	AP042324-FY2...	4269	Uniforms	379.64
KRISTOFER THROM	REIMBURSEMENT- UNIFORM	AP042324-FY24	4269	Uniforms	550.00
LAWSON PRODUCTS INCORPORATED	TOOLS AND PARTS	AP042324-FY24	4225	Maintenance - Equipment	564.21
NICOR GAS	90841110001 1041 S FRONTAGE RD	AP042324-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	262.87
NORWALK TANK	INLET / JANET	AP042324-FY24	4257	Supplies - Other	489.90
RAGS ELECTRIC	STREET LIGHT REPAIRS	AP042324-FY24	4359	Street Light Oper & Maint.	1,108.00
RAGS ELECTRIC	LIGHT POLE REPAIR- 7813 DORCHESTER	AP042324-FY24	4359	Street Light Oper & Maint.	567.20
RED WING SHOES	MASEK- BOOTS	AP042324-FY24	4269	Uniforms	250.00
RED WING SHOES	LEPIC- BOOTS	AP042324-FY24	4269	Uniforms	250.00
SHREVE SERVICES INC	SOIL FOR SIDEWALK RESTORATION	AP042324-FY24	4257	Supplies - Other	1,280.00
SHREVE SERVICES INC	SOIL FOR SIDEWALK RESTORATION	AP042324-FY2...	4257	Supplies - Other	960.00
SITE ONE LANDSCAPE SUPPLY	SEED /FERTILIZER	AP042324-FY24	4257	Supplies - Other	348.52
STATE CHEMICAL SOLUTIONS	MAINTENANCE SUPPLIES	AP042324-FY24	4223	Maintenance - Building	135.45
STENSTROM PETROLEUM SERVICES	DAMAGED GAS PUMP	AP042324-FY24	4223	Maintenance - Building	460.50

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 4/23/2024 Through 4/23/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SUBURBAN CONCRETE, INC.	2024 CONCRETE PROGRAM-RESIDENT REIMBURSEMENT	AP042324-FY24	4381	Residential Concrete Program	5,124.00
SUBURBAN DOOR CHECK & LOCK SVC	KEYS	AP042324-FY24	4223	Maintenance - Building	144.80
TERRAIN LANDSCAPE CONTRACTORS	RETAINING WALL REPAIRS- PD	AP042324-FY24	4223	Maintenance - Building	450.00
TRAFFIC CONTROL AND PROTECTION TRUGREEN	NO PARKING SIGN	AP042324-FY24	4257	Supplies - Other	163.20
	LAWN SERVICE-MARCH and BED WEED CONTROL- APRIL 2024	AP042324-FY24	4350	Forestry	11,949.58
UNIQUE PRODUCTS & SERVICE CORP	HAND SOAP	AP042324-FY24	4223	Maintenance - Building	99.94
WEX BANK	FUEL FOR PUBLIC WORKS VEHICLES	AP042324-FY24	4273	Vehicle (Gas and Oil)	1,250.51
WEX BANK	FUEL FOR PUBLIC WORKS AND POLICE DEPT	AP042324-FY2...	4273	Vehicle (Gas and Oil)	1,250.51
WEX BANK	FUEL FOR PUBLIC WORKS VEHICLES	APVOID042324...	4273	Vehicle (Gas and Oil)	(1,250.51)
WORK N GEAR	BRUZAN- CLOTHING	AP042324-FY24	4269	Uniforms	165.74
				Total Public Works, Streets	58,086.14

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 4/23/2024 Through 4/23/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
BAZOS FREEMAN LLC	ADMIN TOW JUDGE FEE- APRIL 2024	AP042324-FY24	4219	Liability Insurance	275.00
CHASE CARD SERVICES	RETURN FEE- DAMAGED PAINT CAN	AP042324-FY24	4217	Investigation and Equipment	(10.99)
CHASE CARD SERVICES	SHIPPING FEE	AP042324-FY24	4217	Investigation and Equipment	27.53
CHASE CARD SERVICES	EVIDENCE MARKES /PAINT FOR CRASH SITES	AP042324-FY24	4217	Investigation and Equipment	109.94
CHASE CARD SERVICES	DNA SWAB BOXES	AP042324-FY24	4217	Investigation and Equipment	240.00
CHASE CARD SERVICES	EVIDENCE SUPPLIES	AP042324-FY24	4217	Investigation and Equipment	402.82
CHASE CARD SERVICES	EVIDENCE SUPPLIES	AP042324-FY24	4217	Investigation and Equipment	109.99
CHASE CARD SERVICES	EVIDENCE SUPPLIES	AP042324-FY24	4217	Investigation and Equipment	230.10
CHASE CARD SERVICES	BATTERIES	AP042324-FY24	4217	Investigation and Equipment	15.97
CHASE CARD SERVICES	TOOLS FOR RANGE	AP042324-FY24	4217	Investigation and Equipment	23.77
CHASE CARD SERVICES	SYNTHETIC TRAINING ARM FOR K-9	AP042324-FY24	4217	Investigation and Equipment	243.40
CHASE CARD SERVICES	EVIDENCE BAGS	AP042324-FY24	4217	Investigation and Equipment	160.00
CHASE CARD SERVICES	K-9 DOG FOOD	AP042324-FY24	4217	Investigation and Equipment	145.97
CHASE CARD SERVICES	DNA CAUTION LABELS	AP042324-FY24	4217	Investigation and Equipment	106.36
CHASE CARD SERVICES	SPRAY PAINT FOR EVIDENCE SCENES	AP042324-FY24	4217	Investigation and Equipment	98.91
CHASE CARD SERVICES	DVD DRIVE AND MEMORY CARDS	AP042324-FY24	4217	Investigation and Equipment	21.78
CHASE CARD SERVICES	TOUGH HOOKS FOR BP VESTS	AP042324-FY24	4225	Maintenance - Equipment	724.75
CHASE CARD SERVICES	TACK HOOKS	AP042324-FY24	4225	Maintenance - Equipment	155.20
CHASE CARD SERVICES	REPLACEMENT WHEELS FOR OFFICE CHAIRS	AP042324-FY24	4225	Maintenance - Equipment	25.89
CHASE CARD SERVICES	SHIPPING FEE /SUBPOENA	AP042324-FY24	4233	Postage/Mailings	16.95
CHASE CARD SERVICES	MAILING OVERNIGHT CORRESPONDENCE SOS	AP042324-FY24	4233	Postage/Mailings	46.15

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 4/23/2024 Through 4/23/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	IPHONE ADAPTERS FOR SQUADS, LABEL CARTRIDGES	AP042324-FY24	4253	Supplies - Office	97.67
CHASE CARD SERVICES	FLIP CHART PADS	AP042324-FY24	4253	Supplies - Office	22.86
CHASE CARD SERVICES	RETURN FEE- SPRAYER	AP042324-FY24	4253	Supplies - Office	(16.97)
CHASE CARD SERVICES	FLIP CHARTS	AP042324-FY24	4253	Supplies - Office	25.59
CHASE CARD SERVICES	WHITE BOARD AND EASEL	AP042324-FY24	4253	Supplies - Office	116.99
CHASE CARD SERVICES	WHITE BOARD AND EASEL	AP042324-FY24	4253	Supplies - Office	238.78
CHASE CARD SERVICES	PAPER CLIPS	AP042324-FY24	4253	Supplies - Office	21.99
CHASE CARD SERVICES	SOFTWARE-ID CARD PRINTER	AP042324-FY24	4253	Supplies - Office	106.25
CHASE CARD SERVICES	FRAMES FOR MEMORIAL WALL	AP042324-FY24	4253	Supplies - Office	83.64
CHASE CARD SERVICES	BACKDROP FOR BOOKING RM	AP042324-FY24	4253	Supplies - Office	19.99
CHASE CARD SERVICES	2 CONFERENCE REGISTRATIONS -DOLLINS & STUTTE	AP042324-FY24	4263	Training and Education	200.00
CHASE CARD SERVICES	DONUTS FOR SWEARING IN NEW OFFICERS	AP042324-FY24	4265	Travel/Meetings	30.98
CHASE CARD SERVICES	POLICE DEPT INTERNET	AP042324-FY24	4267	Telephone	327.27
CHASE CARD SERVICES	FUEL FOR CSO CAR	AP042324-FY24	4273	Vehicle (Gas and Oil)	21.05
CHASE CARD SERVICES	FUEL FOR CSO CAR	AP042324-FY24	4273	Vehicle (Gas and Oil)	40.14
CHASE CARD SERVICES	FUEL FOR CSO CAR	AP042324-FY24	4273	Vehicle (Gas and Oil)	36.87
CHASE CARD SERVICES	FUEL FOR CSO CAR	AP042324-FY24	4273	Vehicle (Gas and Oil)	45.74
CHASE CARD SERVICES	FUEL FOR CSO CAR	AP042324-FY24	4273	Vehicle (Gas and Oil)	30.86
CHASE CARD SERVICES	FUEL FOR CSO CAR	AP042324-FY24	4273	Vehicle (Gas and Oil)	41.26
CHRISTINE CHARKEWYCZ	PROSECUTOR FEES - APRIL 2024	AP042324-FY24	4219	Liability Insurance	893.00
KING CAR WASH	33 FULL SERVICE CAR WASHES AT \$7.50 AND 2 EXTERIOR AT \$4.00	AP042324-FY24	4229	Maintenance - Vehicles	255.50

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 4/23/2024 Through 4/23/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RAY O'HERRON CO. INC.	BADGE FOR OFFICER SCALISE #318	AP042324-FY24	4269	Uniforms	112.86
RAY O'HERRON CO. INC.	START UP UNIFORM-OFFICER SCALISE	AP042324-FY24	4269	Uniforms	152.98
RAY O'HERRON CO. INC.	START UP UNIFORM OFFICER SCALISE	AP042324-FY24	4269	Uniforms	224.98
RAY O'HERRON CO. INC.	START UP UNIFORM FOR OFFICER AYYAD	AP042324-FY24	4269	Uniforms	152.98
RAY O'HERRON CO. INC.	START UP UNIFORM FOR OFFICER PILIA	AP042324-FY24	4269	Uniforms	150.29
RAY O'HERRON CO. INC.	NEW OFFICER- AYYAD UNIFORM	AP042324-FY24	4269	Uniforms	782.87
RAY O'HERRON CO. INC.	NEW OFFICER SCALISE UNIFORM	AP042324-FY24	4269	Uniforms	653.29
SECOND CHANCE CARDIAC SOLUIONS	2 CPR PADZ	AP042324-FY24	4219	Liability Insurance	390.00
THE FINER LINE INC	5 K-9 PLAQUES	AP042324-FY24	4225	Maintenance - Equipment	310.60
TINTZ PLUS INC.	7 SETS WEATHER TECH WINDOW VISORS	AP042324-FY24	4815	Equipment	665.00
TINTZ PLUS INC.	7 SETS OF FLOOR LINERS/FRONT - DODGE DURANGOS	AP042324-FY24	4815	Equipment	770.00
UNIQUE PRODUCTS & SERVICE CORP	HAIR & BODY FOAM	AP042324-FY24	4223	Maintenance - Building	76.26
WEX BANK	FUEL FOR POLICE DEPT VEHICLES	AP042324-FY24	4273	Vehicle (Gas and Oil)	6,048.03
WEX BANK	FUEL FOR PUBLIC WORKS AND POLICE DEPT	AP042324-FY2...	4273	Vehicle (Gas and Oil)	5,736.27
WEX BANK	FUEL FOR POLICE DEPT VEHICLES	APVOID042324...	4273	Vehicle (Gas and Oil)	(6,048.03)
				Total Police Department	15,987.33
				Total General Fund	100,787.73

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 4/23/2024 Through 4/23/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTOMATION & CONTROLS	CUSTOMER CARE PLAN FOR WIN-911	AP042324-FY24	4231	Maintenance - Water System	900.00
ADVANCE AUTOMATION & CONTROLS	SCADA PROGRAMMING /UPGRADES- WATER SYSTEM MAINTENANCE	AP042324-FY24	4231	Maintenance - Water System	7,960.00
ADVANCE AUTOMATION & CONTROLS	SCADA PROGRAMMING /UPGRADES-CONTRAC... SERVICES	AP042324-FY24	4325	Consulting/Professional	3,650.00
ADVANCE AUTOMATION & CONTROLS	SCADA PROGRAMMING /UPGRADES -CAPITAL PURCHASE /UPGRADES	AP042324-FY24	4815	Equipment	10,000.00
CENTRAL SOD FARMS	KENTUCKY BLUEGRASS- (PALLETS RETURNED)	AP042324-FY24	4231	Maintenance - Water System	384.00
CENTRAL SOD FARMS	KENTUCKY BLUEGRASS- (PALLETS RETURNED)	AP042324-FY24	4231	Maintenance - Water System	384.00
CENTRAL SOD FARMS	KENTUCKY BLUEGRASS- (PALLETS RETURNED)	AP042324-FY24	4231	Maintenance - Water System	384.00
CENTRAL SOD FARMS	KENTUCKY BLUEGRASS- (PALLETS RETURNED)	AP042324-FY24	4231	Maintenance - Water System	339.00
CENTRAL SOD FARMS	KENTUCKY BLUEGRASS- (PALLETS RETURNED)	AP042324-FY24	4231	Maintenance - Water System	384.00
CENTRAL SOD FARMS	KENTUCKY BLUEGRASS	AP042324-FY24	4231	Maintenance - Water System	384.00
CENTRAL SOD FARMS	KENTUCKY BLUEGRASS	AP042324-FY24	4231	Maintenance - Water System	384.00
CENTRAL SOD FARMS	KENTUCKY BLUEGRASS- (PALLETS RETURNED)	AP042324-FY24	4231	Maintenance - Water System	384.00
CHASE CARD SERVICES	JOB POSTING	AP042324-FY24	4263	Training and Education	250.00
CHASE CARD SERVICES	SEMINAR- DAVE FELL	AP042324-FY24	4263	Training and Education	133.00
CHASE CARD SERVICES	SEMINAR- DAN GOMBAC	AP042324-FY24	4263	Training and Education	25.00
CHASE CARD SERVICES	FUEL #403 PW	AP042324-FY24	4273	Vehicle (Gas and Oil)	63.49

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 4/23/2024 Through 4/23/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	ARCGIS SOFTWARE	AP042324-FY24	4325	Consulting/Professional	179.33
COM ED	2261972000 2103 75TH ST	AP042324-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	592.14
DUPAGE COUNTY PUBLIC WORKS	VACTOR WASTE DISPOSAL -MARCH/APRIL 2024	AP042324-FY24	4231	Maintenance - Water System	840.00
DUPAGE WATER COMMISSION	WATER PURCHASE (3-31-24 thru 4-30-24)	AP042324-FY24	4340	DuPage Water Commission	346,474.59
DYNEGY ENERGY SERVICES	ENERGY-1220 PLAINFIELD RD	AP042324-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	3,062.80
DYNEGY ENERGY SERVICES	ENERGY - 18W736 MANNING	AP042324-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	81.54
DYNEGY ENERGY SERVICES	ENERGY - 67TH RIDGE	AP042324-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	35.94
DYNEGY ENERGY SERVICES	ENERGY - 9S720 LEMONT RD	AP042324-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	110.82
FOSTER'S TEST LANE	TEST LANE 4-4-24	AP042324-FY24	4219	Liability Insurance	115.00
HACH COMPANY	CHLORINE	AP042324-FY24	4231	Maintenance - Water System	779.50
HBK WATER METER SERVICE	METER TEST	AP042324-FY24	4231	Maintenance - Water System	29.50
HOME DEPOT	SUPPLIES FOR MAINTENANCE /OPERATIONS	AP042324-FY24	4223	Maintenance - Building	488.50
HOME DEPOT	SUPPLIES FOR MAINTENANCE WATER SYSTEMS	AP042324-FY24	4231	Maintenance - Water System	1,169.44
IL SECTION AMERICAN WATER WORK	TRAINING=JARDINE TOUR- KRIS THROM, DON BEUSSE	AP042324-FY24	4263	Training and Education	536.00
NICOR GAS	90841110001 1041 S FRONTAGE RD	AP042324-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	262.87
NICOR GAS	23644110001 8600 LEMONT RD	AP042324-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	113.26
NICOR GAS	21710264942 1220 PLAINFIELD RD	AP042324-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	75.92
NICOR GAS	1234110007 1897 MANNING DR	AP042324-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	75.60

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 4/23/2024 Through 4/23/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
NICOR GAS	05002110004 1930 MANNING	AP042324-FY2...	4271	Utilities (Elec,Gas,Wtr,Sewer)	123.34
PRO CHEM INC	NITRILE GLOVES	AP042324-FY24	4223	Maintenance - Building	305.62
RAGS ELECTRIC	STREET LIGHT GPS PROJECT	AP042324-FY24	4231	Maintenance - Water System	6,048.00
RED WING SHOES	SCHUSTER- BOOTS	AP042324-FY24	4269	Uniforms	310.24
RED WING SHOES	BUESSE- BOOTS	AP042324-FY24	4269	Uniforms	234.47
SHREVE SERVICES INC	SOIL FOR WATER SYSTEM MAINTENANCE	AP042324-FY24	4231	Maintenance - Water System	2,560.00
SUBURBAN LABORATORIES	WATER SAMPLES- APRIL 2024	AP042324-FY24	4241	Quality Control	1,170.00
TAMELING INDUSTRIES	SEED	AP042324-FY24	4231	Maintenance - Water System	324.00
TAMELING INDUSTRIES	WEEDMAT /SCREEN	AP042324-FY24	4231	Maintenance - Water System	54.08
WEX BANK	FUEL FOR PUBLIC WORKS VEHICLES	AP042324-FY24	4273	Vehicle (Gas and Oil)	1,624.13
WEX BANK	FUEL FOR PUBLIC WORKS AND POLICE DEPT	AP042324-FY2...	4273	Vehicle (Gas and Oil)	1,624.13
WEX BANK	FUEL FOR PUBLIC WORKS VEHICLES	APVOID042324...	4273	Vehicle (Gas and Oil)	(1,624.13)
WORK N GEAR	BEUSSE- CLOTHING	AP042324-FY24	4269	Uniforms	84.93
ZIEBELL WATER SERVICE PRODUCTS	PAYING AT CORRECT BID PRICE - WATER MAIN CLAMPS	AP042324-FY24	4231	Maintenance - Water System	290.00
ZIEBELL WATER SERVICE PRODUCTS	PAYING AT CORRECT BID PRICE- WATER MAIN CLAMPS	AP042324-FY24	4231	Maintenance - Water System	870.00
				Total Public Works, Water	395,030.05
				Total Water Fund	395,030.05



**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 4/23/2024 Through 4/23/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AEP ENERGY	3017243658 S FRONTAGE 0 E CASS ST	AP042324-FY24	4840	Street Lights	73.34
AEP ENERGY	AP042324-FY24	AP042324-FY24	4840	Street Lights	547.44
AEP ENERGY	3017243636 1702 PLAINFIELD RD	AP042324-FY24	4840	Street Lights	30.04
COMPASS MINERALS AMERICA	ROAD SALT 4-18-24	AP042324-FY24	4249	Salt	27,540.84
COMPASS MINERALS AMERICA	ROAD SALT 4-25-24	AP042324-FY24	4249	Salt	<u>25,775.74</u>
				Total MFT Expenses	53,967.40
				Total Motor Fuel Tax	<u>53,967.40</u>

**CITY OF DARIEN  
Expenditure Journal  
Stormwater Management Fund  
Native Plantings  
From 4/23/2024 Through 4/23/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
BAXTER & WOODMAN INC	NATIVE PRAIRIE CONVERSION	AP042324-FY24	4379	Stormwater Management Sp...	2,500.00
				Total Native Plantings	2,500.00
				Total Stormwater Management Fund	2,500.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**FESA - Justice - 1**  
**Drug Forfeiture Expenditures**  
**From 4/23/2024 Through 4/23/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
STREICHER'S	2 BALLISTIC SHIELDS	AP042324-FY24	4217	Investigation and Equipment	14,388.00
				Total Drug Forfeiture Expenditures	14,388.00
				Total FESA - Justice - 1	14,388.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 4/23/2024 Through 4/23/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NORWALK TANK	DITCH PROJECT: LANDSCAPE /INLET	AP042324-FY24	4376	Ditch Projects	5,580.75
SUBURBAN CONCRETE, INC.	2024 CONCRETE PROGRAM-SIDEWALKS	AP042324-FY24	4380	Sidewalk Replacement Progr...	42,327.00
SUBURBAN CONCRETE, INC.	2024 CONCRETE PROGRAM- PW PROJECTS-APRONS	AP042324-FY24	4383	Curb & Gutter Replacement ...	15,287.50
SUBURBAN CONCRETE, INC.	2024 CONCRETE PROGRAM-CURB AND GUTTER	AP042324-FY24	4383	Curb & Gutter Replacement ...	363,165.00
TERRAIN LANDSCAPE CONTRACTORS	RETAINING WALL REPAIRS- PD	AP042324-FY24	4390	Capital Improv-Infrastructure	4,550.00
				Total Capital Fund Expenditures	430,910.25
				Total Capital Improvement Fund	430,910.25
Report Total					997,583.43

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
May 20, 2024**

Approval is hereby given to have the City Treasurer of Darien, Illinois pay to the officers, employees, independent contractors, vendors, and other providers of goods and services in the indicated amounts as set forth.

A summary indicating the source of funds used to pay the above is as follows:

General Fund				<b>\$160,406.36</b>
Water Fund				<b>\$35,527.01</b>
Motor Fuel Tax Fund				
Stormwater Management Fund				
Water Depreciation Fund				
Special Service Area Tax Fund				
Impact Fee Expenditures				
Capital Improvement Fund				
Cannabis Fund				
Federal Equitable Sharing Fund				
			<i>Subtotal:</i>	<u><u>\$195,933.37</u></u>
General Fund Payroll	05/16/24	\$	278,339.22	
Water Fund Payroll	05/16/24	\$	29,889.07	
			<i>Subtotal:</i>	<u><u>\$ 308,228.29</u></u>

<i>Total to be Approved by City Council:</i>	<u><u>\$504,161.66</u></u>
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**Approvals:**

\_\_\_\_\_  
Joseph A. Marchese, Mayor

\_\_\_\_\_  
JoAnne E. Ragona, City Clerk

\_\_\_\_\_  
Michael J. Coren, Treasurer

\_\_\_\_\_  
Bryon D. Vana, City Administrator

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 5/7/2024 Through 5/20/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	DELL POWER EDGE-PW	AP052024-FY25	4325	Consulting/Professional	432.00
AIS	VM WARE SUBSCRIPTION	AP052024-FY25	4325	Consulting/Professional	2,240.00
AIS	JUNIPER COR SUPPORT -PW	AP052024-FY25	4325	Consulting/Professional	98.00
AIS	JUNIPER CARE - PD	AP052024-FY25	4325	Consulting/Professional	432.00
AIS	MANAGED SERVICE & CLOUD HOSTING- JUNE 2024	AP052024-FY25	4325	Consulting/Professional	8,021.49
AIS	SECURE EMAIL- JUNE 2024	AP052024-FY25	4325	Consulting/Professional	15.50
AIS	BACKUP DATE SERVICES- JUNE 2024	AP052024-FY25	4325	Consulting/Professional	1,550.00
AIS	ENDPOINT MANAGEMENT- JUNE 2024	AP052024-FY25	4325	Consulting/Professional	213.28
AIS	SPAM FILTERING	AP052024-FY25	4325	Consulting/Professional	2,070.00
COMCAST BUSINESS	FAX MACHINE-CH	AP052024-FY25	4267	Telephone	65.65
IMPACT NETWORKING, LLC	COPIER AGREEMENTS- CH and PW	AP052024-FY25	4225	Maintenance - Equipment	61.95
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT SCREENING	AP052024-FY25	4219	Liability Insurance	74.00
PEERLESS NETWORK	POTS LINES- PD / MAY 2024	AP052024-FY25	4267	Telephone	148.43
VERIZON WIRELESS	VERIZON WIRELESS	AP052024-FY25	4267	Telephone	<u>1,024.37</u>
				Total Administration	16,446.67

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 5/7/2024 Through 5/20/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	TOP WIND SWIVEL JACK, AND LED BUTTON FOR #501	AP052024-FY25	4229	Maintenance - Vehicles	59.98
A&W TRAILER LLC	REPAIR TO #316	AP052024-FY25	4229	Maintenance - Vehicles	474.98
A&W TRAILER LLC	TIRE FOR #316	AP052024-FY25	4229	Maintenance - Vehicles	285.00
CARLSEN'S ELEVATOR SERVICES	ELEVATOR MAINTENANCE- 1710 PLAINFIELD RD	AP052024-FY25	4223	Maintenance - Building	138.92
CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO ABATEMENT- (Payment 2 of 4)	AP052024-FY25	4365	Mosquito Abatement	9,975.00
CONLEY STEEL INC	PULL & CUT MATERIAL	AP052024-FY25	4225	Maintenance - Equipment	625.20
GRAINGER	BATTERY FOR PD	AP052024-FY25	4223	Maintenance - Building	22.02
IMPACT NETWORKING, LLC	COPIER AGREEMENTS- CH and PW	AP052024-FY25	4225	Maintenance - Equipment	61.95
JC LANDSCAPING/TREE SERVICE	PAVER REPAIR- 1605 COACHMANS PL	AP052024-FY25	4257	Supplies - Other	1,350.00
JC LANDSCAPING/TREE SERVICE	PAVER REPAIR- 2210 GREEN VALLEY RD	AP052024-FY25	4257	Supplies - Other	950.00
JC LANDSCAPING/TREE SERVICE	PAVER REPAIR- 2250 GREEN VALLEY RD	AP052024-FY25	4257	Supplies - Other	350.00
JC LANDSCAPING/TREE SERVICE	PAVER REPAIR- 408 70TH ST	AP052024-FY25	4257	Supplies - Other	985.00
JC LANDSCAPING/TREE SERVICE	REMOVE DEAD PLANTINGS AND INSTALL NEW-75TH ST	AP052024-FY25	4350	Forestry	1,259.00
JEFFREY L. CORNEILS	CORNEILS- UNIFORM	AP052024-FY25	4269	Uniforms	379.64
JEFFREY L. CORNEILS	CORNEILS- UNIFORM	APVOID052024-2	4269	Uniforms	(379.64)
SITE ONE LANDSCAPE SUPPLY	SUPPLIES	AP052024-FY25	4257	Supplies - Other	18.56
TOWER WORKS	INSPECTION- CELL TOWER / 1220 PLAINFIELD RD	AP052024-FY25	4223	Maintenance - Building	1,440.00
VERIZON WIRELESS	VERIZON WIRELESS	AP052024-FY25	4267	Telephone	449.78

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 5/7/2024 Through 5/20/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Public Works, Streets	18,445.39



**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 5/7/2024 Through 5/20/2024**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DU-COMM	QUARTERLY SHARES (May 1, 2024 Thru July 31, 2024)	AP052024-FY25	4325	Consulting/Professional	119,561.00
DU-COMM	FACILITY LEASE -(May 1, 2024 thru July 31, 2024)	AP052024-FY25	4325	Consulting/Professional	4,751.75
IL JUVENILE OFFICERS ASSOC	IJOA CONFERENCE-SIMON VERSIS	AP052024-FY25	4263	Training and Education	225.00
IL JUVENILE OFFICERS ASSOC	REDO IJOA CHECK	AP052024-FY2...	4263	Training and Education	225.00
IL JUVENILE OFFICERS ASSOC	CREDIT FOR VOIDED CK 063683	APCREDIT052...	4263	Training and Education	(455.00)
IL SECRETARY OF STATE	NEW M PLATE FOR NEW CSO VEHICLE	APVOID051424	4229	Maintenance - Vehicles	(101.00)
ILLINOIS SECRETARY OF STATE	M Plate for CSO Vehicle 1C4RDJFG5RC154043	AP052024-FY25	4229	Maintenance - Vehicles	8.00
THOMSON REUTERS -WEST	CLEAR PROFLEX SUBSCRIPTION	AP052024-FY25	4217	Investigation and Equipment	454.03
VERIZON WIRELESS	VERIZON WIRELESS	AP052024-FY25	4267	Telephone	<u>845.52</u>
				Total Police Department	<u>125,514.30</u>
				Total General Fund	<u>160,406.36</u>

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 5/7/2024 Through 5/20/2024**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AMALGAMATED BANK OF CHICAGO	GO BOND SERIES 2018 / REGISTRAR & PAYING AGENT FEES	AP052024-FY25	4950	Debt Retire-Water Refunding	475.00
AMALGAMATED BANK OF CHICAGO	INTEREST- GO BOND SERIES 2018	AP052024-FY25	4950	Debt Retire-Water Refunding	31,350.00
JC LANDSCAPING/TREE SERVICE	REAR YARD RESTORATION -1806 WOODVIEW CT	AP052024-FY25	4231	Maintenance - Water System	1,908.00
ROUTE 66 ASPHALT CO	SURFACE MIX	AP052024-FY25	4231	Maintenance - Water System	786.90
VERIZON WIRELESS	VERIZON WIRELESS	AP052024-FY25	4267	Telephone	593.82
VERIZON WIRELESS	VERIZON WIRELESS	AP052024-FY25	4267	Telephone	144.04
VERIZON WIRELESS	SCADA MODEMS	AP052024-FY25	4267	Telephone	<u>269.25</u>
				Total Public Works, Water	<u>35,527.01</u>
				Total Water Fund	<u>35,527.01</u>
Report Total					<u><u>195,933.37</u></u>

**AGENDA MEMO**  
**City Council**  
**May 20, 2024**

**ISSUE STATEMENT**

A motion to approve one electronics recycling event with the city's current refuse hauler, Lakeshore Recycling Systems, LLC (LRS) in an amount not to exceed \$9,400.

**BACKGROUND/HISTORY**

The City of Darien sponsored one electronic recycling event for Darien residents in FYE24. This event allowed residents to place their electronics curbside for pick up by LRS. The fee charged by LRS is based on the bill count. The cost per home is \$1.26. This event has been well received by the residents and was very convenient for them. [Attachment A](#) shows the results of the FYE24 E-Waste event.

In summary, below is the tonnage of e-waste collected from previous events.

1. May 2022—10.33 tons of e-waste
2. Sept 2022 – 14.18 tons of e-waste
3. Oct 2023 – 11.65 tons of e-waste

This year's pickup will be the week of the October 7<sup>th</sup> and LRS will send out the post card as in previous years.

The FYE25 proposed budget includes \$9,400 in Account 01-10-4325.

**STAFF/COMMITTEE RECOMMENDATION**

Admin/Finance Committee recommends approval of this motion.

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item will be placed on the May 20, 2024, City Council Agenda for consideration.



# CITY OF DARIEN

## MONTHLY RESIDENTIAL TRACKING REPORT

### COLLECTION STATISTICS

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD total
Total number of homes	7341	7381	7378	7369	7376	7372	7374	7373	7378	7382	7381		
Total number of enrolled in Senior Program	2200	2195	2196	2190	2181	2188	2187	2172	2185	2181	2178		
Total number of Yard Waste containers	591	591	592	594	601	609	607	613	610	607	608		
Waste Tons	450.76	388.84	424.06	397.86	576.85	519.24	545.26	556.54	506.90	533.54	573.22		5473.07
Recycling Tons	180.42	138.43	163.64	156.67	258.79	206.21	217.73	234.19	177.88	193.92	189.02		2116.9
Organics Tons	6.3	0	0	52.85	117.75	62.53	105.19	33.79	74.32	102.02	200.73		755.48
Total Tons	637.48	527.27	587.7	607.38	953.39	787.98	868.18	824.52	759.10	829.48	962.97		8345.45
Waste cubic yards	9015.2	7776.8	8481.2	7,957.20	11,537.00	10,384.80	10,905.20	11,130.80	11,760.00	10,670.80	11,464.40		111083.4
Organics Cubic yards	25.2	0	0	211.40	471.00	250.12	420.00	211.19	380.00	408.08	802.92		3179.91
E-waste Tons	NA	NA	NA	NA	NA	NA	NA	NA	NA	11.65	NA	NA	
E-waste Processing Facility	E-WORKS- ELK GROVE VILLAGE												
Recyclables & Organics Diversion % 2023	29.29%	26.25%	27.84%	34%	39%	34%	37%	33%	33%	36%	40%	#DIV/0!	

WASTE PROCESSING FACILITY  
 RECYCLING PROCESSING FACILITY  
 YARD WASTE PROCESSING FACILITY

HEARTLAND 6201 Canal Bank Rd, Forest View, IL 60402  
 HEARTLAND 6201 Canal Bank Rd, Forest View, IL 60402  
 HEARTLAND 6201 Canal Bank Rd, Forest View, IL 60402

**AGENDA MEMO**  
**City Council**  
**May 20, 2024**

**ISSUE STATEMENT**

Approval of a motion authorizing the city administrator to sign a contract for the best bid for street light electric supply.

**BACKGROUND/HISTORY**

The city pays for street lights throughout that we own. Our annual light accounts with NIMEC expire this July and will be a part of our upcoming group bid. This year's NIMEC group bid will take place on Tuesday May 21, 2024. The challenge of approving the bid is a timing issue. The bid prices are only good for the day they are opened. Typically, the city council would approve the city administrator to sign a contract with the low bidder. The annual street light expense is approximately \$50,000 with half going for supply and half for power supply.

We will participate with NIMEC again to solicit prices. As a reminder, NIMEC is an intergovernmental purchasing group of over 170+ municipal and non-profit organizations that conduct joint bids for electric supply rates. We have participated with NIMEC for joint purchasing and community wide aggregation. I have also invited Navigate Power to submit a proposal. Navigate Power contacted me previously asking to be considered for a bid.

**STAFF/COMMITTEE RECOMMENDATION**

Admin/Finance Committee recommends approval of the motion.

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item will be placed on the May 20, 2024, City Council Agenda for consideration.

**AGENDA MEMO**  
**City Council**  
**May 20, 2024**

**ISSUE STATEMENT**

A resolution authorizing the Mayor and City Clerk to sign an agreement extension with MC Squared Energy Services, LLC. (MC2) to provide full-requirements electricity supply and related services for the City's Electric Aggregation Program.

**RESOLUTION**

**BACKGROUND HISTORY**

In 2012, Darien residents approved a referendum authorizing the City to operate an opt-out electric aggregation program for resident and small business ratepayers. Municipal Aggregation is a program by which the municipality can aggregate the load of its residents (who have not individually selected their own supplier) and negotiate for lower pricing, increased green energy and terms that are more protective for the ratepayer. NIMEC serves as our consultant for the procurement of power for our water pumping facilities and street lighting power. They also manage the bids for our municipal aggregation program. NIMEC is a purchasing group of over 170+ municipal and non-profit organizations that help lower member's utility supply costs.

The city periodically reviews rates offered by electrical providers other than ComEd. If the ComEd rate is higher than alternate providers are, the city can enter into an agreement that locks in the lower rates for a specific period. If the ComEd rate is lower, the city maintains them as the electric supplier. However, if the city contracts with an alternate provider ComEd still bills residents because ComEd owns the infrastructure that brings electricity to customers.

Last year NIMEC solicited proposals for lower rates but could not find a rate lower than ComEd. However, NIMEC had obtained a proposal from MC2 that matches the ComEd rate but also includes a civic contribution payment of \$10,000 to the city. This agreement was approved by the city on June 5, 2023 and covered electric bills from September of 2023 to September of 2024. That agreement is attached as [Attachment A](#). MC<sup>2</sup> has offered a contract extension for a 1, 2, and 3 year period with the same Civic Payment of \$10,000 per year. Our consultant, NIMEC, has helped throughout the process and currently manages our utility bids and contracts. We have had a good working relationship with NIMEC. They went through multiple suppliers to look for fixed rate savings for residents, and once that was not available, they found the best ComEd Rate Match Program from MC<sup>2</sup>.

**STAFF/COMMITTEE RECOMMENDATION**

Admin/Finance Committee recommends approval of a resolution authorizing the Mayor to sign a one-year contract extension with MC Squared Energy Services, LLC. (MC2) to provide full-requirements electricity supply and related services for the City's Electric Aggregation Program

**ALTERNATE CONSIDERATION**

As directed by City Council

**DECISION MODE**

This will be on the May 20, 2024, City Council agenda for formal approval.

MEMO

RESOLUTION NO. R-70-23

**A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE AN AGREEMENT WITH MC SQUARED ENERGY SERVICES, LLC. (MC2) TO PROVIDE FULL REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE CITY'S ELECTRIC AGGREGATION 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 authorizes the Mayor to approve an agreement with MC Squared Energy Services, LLC (MC2) to provide full requirements of electricity supply and related services for the City's Electric Aggregation Program subject to Attorney's final review, a copy of which is attached hereto as "**Exhibit 1**".

**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: 6 - Belczak, Gustafson, Leganski, Schauer, Stompanato, Sullivan

NAYS: 0 - NONE

ABSENT: 1 - Kenny

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

*Joseph L. Marchese*  
\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:  
*Joanne E. Ragona*  
\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:  
*John B. Murphy*  
\_\_\_\_\_  
CITY ATTORNEY



## MASTER POWER SUPPLY AGREEMENT

### AGREEMENT BY AND BETWEEN THE CITY OF DARIEN AND MC SQUARED ENERGY SERVICES, LLC TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE CITY'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this 6<sup>th</sup> day of June 2023 ("Effective Date") between the City of Darien, an Illinois municipal corporation ("Municipality") and MC Squared Energy Services, LLC (mc<sup>2</sup>) (Supplier") (each a "Party" and collectively, the "Parties").

#### RECITALS

A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.

B. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.

C. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:

- a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
- b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS - Retail Electric Supplier Service with Rider PORCB - Purchase of Receivables and Consolidated Billing; and
- c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
- d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.



e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

## AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

### ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

### ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.

2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.

2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.

2.4. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.

2.5. "ComEd" means Commonwealth Edison.

2.6. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

2.7. "Confidential Information" means the information defined in Section 9 of this Agreement.

2.8. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statute (including the Aggregation Statute), regulation, tariff, or contract to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.

2.9. "Data" means the data defined in Section 9 of this Agreement.

2.10. "Electric Utility" means ComEd.

2.11. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law. Eligible Customers may be further classified as recipients of Full-Requirements Electricity Supply from Supplier or Tariff Service, based on the parameters defined in Exhibit A of this Agreement by the Supplier and by such standards as mutually agreed to by the Supplier and Municipality and as carried out by the Supplier.

2.12. "Energy" means generated electricity.

2.13. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.

2.14. "Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.

2.15. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.

2.16. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, Purchase of Receivables and Consolidated Billing (PORCB), taxes applicable only to the Supplier, and any additional necessary services or charges required under Requirements of Law.

2.17. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.

2.18. "ICC" means the Illinois Commerce Commission.

2.19. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.

2.20. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.

2.21. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.

2.22. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.

2.23. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.

2.24. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.

2.25. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.

2.26. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality pursuant to the Aggregation Statute.

2.27. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.

2.28. "Price" means the price at which the Supplier will provide the Services as set forth in Exhibit A to this Agreement.

2.29. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.

2.30. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.

2.31. "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, and regulations and final decisions of the ICC and Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator or Regional Transmission Organization, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.

2.32. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.

2.33. "RTO: means Regional Transmission Organization.

2.34. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

2.35. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.

2.36. "Supplier" means MC Squared Energy Services, LLC, (mc<sup>2</sup>) and the lawful successor, transferee, designee, or assignee thereof.

2.37. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge plus ComEd's transmission services charge, plus ComEd's purchased electricity adjustment.

2.38. "Term" means the period of time defined in Section 5.1 of this Agreement.

2.39. "Municipality" means the City of Darien.

2.40. "Withdrawing Customer" means a customer defined in Section 4.3.5 of this Agreement.

### ARTICLE 3 PROGRAM RESPONSIBILITIES

#### 3.1 Municipality Responsibilities.

3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.

3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.

3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.

3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO/RTO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.

### 3.2 Supplier Obligations.

3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.

3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.

3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.

3.2.4 That all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge.

3.2.5 Notwithstanding any other provision of this Agreement, Supplier shall not have an obligation to provide Full-Requirements Electricity Supply or Billing Services to a Participating Customer or New Customer as selected by Supplier pursuant to Exhibit A to receive a Tariffed Services.

## ARTICLE 4 SUPPLIER SERVICES

4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1 to Participating Customers classified as receiving Full-Requirements Electricity Supply.

### 4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.

4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.

4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO/RTO and the Electric Utility.

4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.

4.1.1.4 Transmission and Delivery to Electric Utility.

4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.

4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.

4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may not impose an early termination fee on Withdrawing Customers. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.

4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:

4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:

4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program,

the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and email address to receive Opt Outs. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law.

4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, Municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Services while participating in the program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Services as participants.

4.2.1.3 Toll Free Number and Email Address. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain an email address for the use of Eligible Customers to opt out of the Program. The email address must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the email. In addition, Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQ's appropriate for posting on the Municipality's website. Supplier will be required to support Spanish speaking residents and customers with disabilities.

4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or email.

4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.

4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code §

470.200(a) required information within three business days of the signing of this Agreement.

4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:

4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.

4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.

4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.6 of this Agreement

4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer or New Customer classified as receiving Full-Requirements Electricity Services from Supplier in compliance with the "standard switching" subsection of Rate RDS - Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.

4.3.5 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, to the extent Withdrawing Customer was taking Full-Requirements Electricity Supply from Supplier, request that the Electric Utility drop the Withdrawing Customer from the Supplier's Full-Requirements Electricity Supply according to Requirements of the Law, which will result in restoring such Withdrawing Customer to Tariffed Service. The Supplier will not assess an early termination fee, but the Withdrawing Customer will be responsible to pay for charges incurred for service prior to the termination.

4.3.6 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and an email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.



4.3.7 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but some may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:

4.3.7.1. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RTOUPP – Residential Time Of Use Pricing Pilot
- Rate RDS – Retail Delivery Service
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering; and
- Rate BES Customers with a Utility indicator intended to identify customers currently receiving PIPP or currently or in last 12 months receiving LIHEAP (Low Income Home Energy Assistance Program), the “16-115E Flag” per 220 ILCS 5/16-115E

4.3.7.2. Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:

- Rate BESH – Basic Electric Service Hourly Pricing
- Rate RDS – Retail Delivery Service; and
- Rider POGNM – Parallel Operation of Retail Customer Generating Facilities with Net Metering

(Collectively, the "Special Billing Customers").

4.3.8 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.8, immediately enroll the following customers in the Program as Participating Customers and provide Full-Requirements Electricity Supply at the Price to extent such customers are classified by Supplier as eligible for Full-Requirements Electricity Supply from Supplier:

- 4.3.8.1. Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
- 4.3.8.2. Any Eligible Customer that moves into an existing location within the Municipality; and
- 4.3.8.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period
- 4.3.8.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program; and

4.3.8.5. Any Eligible Customer with the “16-115E Flag,” per 220 ILCS 5/16-115E

(Collectively, the "New Customers").

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all Participating Customers currently receiving Full-Requirements Electricity Supply service from Supplier pursuant to the Agreement:

4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB – Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers

4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.

4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:

- Residential Single Family Without Electric Space Heat Delivery Class
- Residential Single Family With Electric Space Heat Delivery Class
- Residential Multi Family Without Electric Space Heat Delivery Class
- Residential Multi Family With Electric Space Heat Delivery Class

4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:

- 15,000 (annual) kWhs or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff
- Notwithstanding the preceding, any customer defined as “Rate Code B93” indicating a special rate with ComEd will be excluded from Participating Customers

4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.

4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the

Municipality at any time the Municipality requests the list. Additionally, within 150 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates
- Network Service Peak Load Contribution (PLC) values and effective start and end dates
- Meter Bill Group Number
- Rate Code

4.7 Upon request of the Municipality, Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of a 24-month term agreement, and also a third mailing at 24 months, if a 36-month term is selected. Each of these mailings will be at the option of the Municipality. Following the initial opt-out process conducted by the Supplier, each supplemental opt out mailing shall be conducted in the same manner as the initial opt out mailing; provided, however, that no supplemental Opt-Out Notices shall be sent to (i) Participating Customers, (ii) Eligible Customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program, (iii) those residents who have individually selected an electric supplier other than the Supplier, or (iv) Special Billing Customers. The Supplier shall provide Full-Requirements Electricity Supply to such applicable newly Eligible Customers at the same, then-current Price as that applicable to Participating Customers. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.

4.8 Should the supplier purchase Renewable Energy Credits (RECs) for this transaction, the RECs should be tracked and retired within the PJM GATS or M-RETS system if applicable. On Exhibit A, the quantity of RECs to be retired in the name of the Community should be listed and the generation type (i.e. wind and solar) labeled as meeting the minimum standards for participation in the EPA Green Power Community Program listing or not. The Supplier will provide a detailed report on the specific RECs purchased and retired for this transaction in the name of the Municipality including the Serial Numbers of all RECs, REC generation type, REC generation location, REC volume and applicable month of generation.

## ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of Twelve (12) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in September 2023 and expires at the end of the last day of the 12th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term").

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

## ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have fifteen (15) calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
  - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time

and place of the hearing and stating the Municipality's intent to terminate this Agreement.

6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.

6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers classified as eligible for Full-Requirements Electricity Supply from Supplier who have not terminated their agreement or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

## ARTICLE 7

## FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
- d. Occurrence of Regulatory Event. **Within ten (10) days** of the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

## ARTICLE 8 INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third-party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

## ARTICLE 9 CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public

Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.

9.4 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.4.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.4.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

9.4.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.4.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.



9.5 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10  
MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

To Supplier

Charles C Sutton  
President  
MC Squared Energy Services, LLC  
175 W Jackson Blvd Ste 240  
Chicago IL 60604  
Fax: 877-281-1279

With a copy to:

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561

With a copy to:

Jeremiah McGair  
Senior Counsel  
Wolverine  
175 W Jackson Blvd Ste 200  
Chicago IL 60604  
Fax: 312-884-3944

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or

- judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
  - e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.4 Exhibit. Exhibits A and B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.14 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: City of Darien

DocuSigned by:  
Signed: Charles C. Sutton  
B0AE7C7AB5F44D7...

Signed: Joseph A. Marchese

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: Joseph A. Marchese

Title: President

Title: Mayor

Date: June 6, 2023

Date: June 5, 2023

EXHIBIT A  
PRICE

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES), including pending “with RES” status; customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP); and participants enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.37 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price:

Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd’s Tariffed Service during the term of the Agreement twice annually traditionally in the spring and fall delivery periods. Supplier will provide at least thirty (30) days-notice to the municipality prior to such events.

Termination Fee for Withdrawing Customers: \$0 (zero)

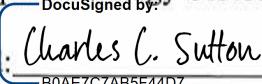
Delivery Term: 12 Months

09/2023 – 09/2024

Percent of RECs:	Zero
Civic Contribution:	\$10,000/annually

Supplier will provide an annual \$10,000 Civic Contribution to the Municipality per Term. The Civic Contribution will be payable in equal monthly installment payments (\$834 per month) to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. September 2023 payment would be paid in November 2023).

MC Squared Energy Services, LLC

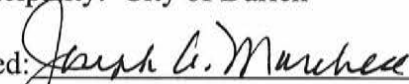
Signed:  \_\_\_\_\_  
DocuSigned by:  
B0AE7C7AB5F44D7...

Printed/Typed Name: Charles C. Sutton

Title: President

Date: June 6, 2023

Municipality: City of Darien

Signed:  \_\_\_\_\_

Printed/Typed Name: Joseph A. Marchese

Title: Mayor

Date: June 5, 2023

**EXHIBIT B****INSURANCE COVERAGES**

- A Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
  - (2) Employer's Liability:
    - \$500,000 injury-per occurrence
    - \$500,000 disease-per employee
    - \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees shall be included as insureds.
- C Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than: \$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" basis.
    - Coverages shall include:
      - Broad Form Property Damage Endorsement
      - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
  - b. with coverage written on a "claims made" basis with limits no less than: \$1,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "claims made" bases.
    - Coverages shall include:
      - Broad Form Property Damage Endorsement
      - Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:
  - Worker's Compensation
  - Professional Liability
 Each such additional Insured endorsement shall identify Owner as follows: City of Darien, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:
  - Additional Insured Policy or Policies



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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE A ONE YEAR EXTENSION TO THE AGREEMENT WITH MC SQUARED ENERGY SERVICES, LLC (MC2) TO PROVIDE FULL REQUIREMENTS OF ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE CITY'S ELECTRIC AGGREGATION PROGRAM**

**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 one year extension to the agreement with MC Squared Energy Services, LLC (MC2) to provide full requirements of electricity supply and related services for the City's Electric Aggregation Program subject to Attorney's final review, 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 20<sup>th</sup> day of May 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 20<sup>th</sup> day of May 2024.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**EXTENDED TERM AGREEMENT AMENDMENT NO. 1**

This Extended Term Agreement Amendment No. 1 (hereinafter the “ETA No. 1”), is entered as of this 8th day of May 2024 between the City of Darien, DuPage County, Illinois, an Illinois municipal corporation (hereinafter the “City”) and MC Squared Energy Services, LLC (hereinafter the “Supplier”) (each a “Party” and collectively, the “Parties”).

WHEREAS, Supplier and City are the Parties to a Master Power Supply Agreement dated June 6, 2023, and amended on May 8, 2024, (hereinafter the “MPSA” which is hereby incorporated by reference).

WHEREAS, pursuant to the terms of the MPSA, including Section 5.1, the Parties mutually wish to extend the term of the MPSA.

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree to replace Exhibit A with Amended Exhibit A to reflect the mutually agreed extended term of twelve (12) months.
2. The Parties agree that by executing this ETA No.1, Extended Term will last until September 2025, subject to future mutual extensions.
3. The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd’s Tariffed Service during the spring months of March through June and fall months of October through December.
4. Article 2.20 will remain “Power Supply Bid” means the bidding process conducted by NIMEC on behalf of the Municipality.”

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: City of Darien

Signed:

Signed:

\_\_\_\_\_

\_\_\_\_\_

Printed/Typed Name:  
Charles C. Sutton

Printed/Typed Name:  
\_\_\_\_\_

Title:  
President

Title:  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Attest:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed/Typed Name:

\_\_\_\_\_  
Title:

Attest:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed/Typed Name:

\_\_\_\_\_  
Title:

**AMENDED EXHIBIT A**

**PRICE AND TERM**

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES) including pending “with RES” status, and customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP).

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier Service or Tariffed Service as defined in Section 2.37 of the Agreement (i.e., ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price: Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

**Termination Fee for Withdrawing Customers:**

No Early Termination Fees - \$0 (zero) per utility account

Delivery Term: Twelve (12) months

September 2024 – September 2025	Percent of RECs:	Zero
	Civic Contribution:	\$ 10,000 / Annual

Supplier will provide an annual \$10,000 civic contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. September 2024 payment would be paid in November 2024).

**Supplier: MC Squared Energy Services, LLC**

**Municipality: City of Darien**

Signed:

Signed:

\_\_\_\_\_  
Printed/Typed Name:

\_\_\_\_\_  
Printed/Typed Name:

Charles C. Sutton

\_\_\_\_\_

Title:  
President

Title:  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

Attest:

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed/Typed Name:

\_\_\_\_\_  
Printed/Typed Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

# AGENDA MEMO

## City Council

May 20, 2024

### **ISSUE STATEMENT**

Approval of a resolution approving the expenditure of budgeted funds, line item 01-40-4815 Equipment to replace worn and damaged cabinets, sinks, etc. in the two breakrooms and the community room from Albrite Building in the total amount of \$17,369.

### **RESOLUTION**

### **BACKGROUND/HISTORY**

The Darien Police Department is requesting approval to replace damaged and worn cabinets, sinks etc. in two break areas and the community room of the police department. The building was built 29 years ago and the cabinet doors falling off, drawers not functioning, etc. The public uses the community room and our personnel use the breakrooms.

The work includes removal of existing cabinets, sinks, etc., haul away old materials, products (cabinets, sinks, faucets, etc.), installation of products, finishing (trim, quarter round, etc.). The costs did not include, painting and drywall work where upper cabinets were located, or carpeting or floor surface where previous cabinets were located. We wanted products to be able to withstand another 30 or so years. It was also determined that the upper cabinets in the breakroom locations would be removed and not replaced.

We received bids from three vendors for cost to replace the worn and damaged cabinets, sinks, etc. in the two breakrooms and community room. The bid results are:

<b>Item</b>	<b>Actual Cost</b>
Lowes (Bolingbrook)	\$19,253.95
Home Depot (Darien)	\$18,931.85
Albrite Building (Westmont)	\$17,369.00

### **STAFF / COMMITTEE RECOMMENDATION**

Staff recommends approval of the replacement of cabinets in the two breakrooms and community room from Albrite Building of Westmont in the amount of \$17,369.

### **ALTERNATE CONSIDERATION**

As recommended by Staff.

### **DECISION MODE**

This item will be placed on the May 20, 2024 agenda for formal Council consideration and approval.

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

**A RESOLUTION APPROVING THE EXPENDITURE OF BUDGETED FUNDS, LINE ITEM 01-40-4815 EQUIPMENT TO REPLACE WORN AND DAMAGED CABINETS, SINKS, ETC. FROM ALBRITE BUILDING IN THE TOTAL AMOUNT OF \$17,369.00**

**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 expenditure of budgeted funds, line item 01-40-4815 Equipment to replace worn and damaged cabinets, sinks, etc. from Albrite Building in the total amount of \$17,369.00, a copy 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 20<sup>th</sup> day of May, 2024.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20<sup>th</sup> day of May 2024.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



PROPOSAL/CONTRACT

**Commercial & Residential**

Executive Place I

777 Oakmont Ln, Suite # 50  
 Westmont, IL. 60559  
 Phone: 630-655-9436  
 Fax: 630-242-6527  
 Email: contact@albritebuilding.com

DATE: 05-08-2024

PROPOSAL # 05072024-1

FOR: 1710 Plainfield Rd  
 Darien, IL 60561  
 Millwork

TO: **Jason Norton**  
 Deputy Chief  
 Darien Police Department  
 1710 Plainfield Rd  
 Darien, IL 60561

DESCRIPTION	AMOUNT
<b>Proposal for Millwork work at Darien Police Department - 1710 Plainfield Rd Darien, IL 60561.</b>	
<b>1) Demolition</b>	\$ 1,100.00
- Demo of existing sinks.	
- Demo of existing base cabinets and countertops.	
<b>2) Millwork</b>	\$ 10,990.00
- Furnish and install base cabinets and countertops in Break Room, Upstairs Break Room and Downstairs Break Room.	
- Cabinet boxes - base, wall - white melamine.	
- Cabinets and drawers fronts - plastic laminate - Brittany Blue D321-60.	
- All hardware - hinges and drawers slides - soft close.	
- Countertops as scheduled - plastic laminate - Pewter - D73-60.	
<b>3) Plumbing</b>	\$ 2,700.00
- Furnish and install three (3) sinks.	
- Furnish and install three (3) faucets.	
- Sinks allowance for materials - \$1,650.00	
<b>4) General condition</b>	\$ 700.00
- Garbage disposal, protection, final clean up.	
<b>5) Supervision</b>	\$ 300.00
<b>6) Overhead and profit</b>	\$ 1,579.00
<b>7) Not Included</b>	
- Painting.	
- Flooring.	
- Backsplash.	
- Upper/wall cabinets no work - existing.	
<b>8) Notes, Clarifications &amp; Exclusions</b>	
- Any items that are not listed in above - are excluded from this proposal.	
- Building permits, bonds, parking spots and other permits and/or governmental fees, licenses and inspections necessary for proper execution and completion of the work not included in price.	
- Permit expediting - not included in proposal.	
- Change Orders will be initiated for the following: a) discrepancies that may exist between the	



**General Provisions**

1. Building permits, cash bonds, parking spots and other permits and governmental fees and inspections necessary for proper execution and completion of the Work not included in price.  
Albrite is responsible for Registration Licenses per Village requirements.
2. All Work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.
3. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said Work.
4. Contractor may at its discretion engage Subcontractors to perform work hereunder, provided Contractor shall fully pay said Subcontractor and all instances remain responsible for the proper completion of this Contract. Sworn Statement will be provided.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All Change Orders and /or Additional Work Authorization shall be in writing and signed by both Owner and Contractor.
7. Contractor warrants it is adequately insured for injury to its employees and other incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
8. Contractor agrees to remove all debris and perform professional cleaning.
9. Owner shall to pay any periodic or installment payments within thirty (30) days from invoice day.
10. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or unavailability of materials.
11. Punch list shall be completed as soon as possible and within thirty (30) days of completion.
12. Contractor warrants all work for a period of one (1) year following completion.
13. The prices quoted herein are current as of the date of this proposal. We can only guarantee our quote for a period of thirty (30) days. This proposal may be subject to a price adjustment.

Albrite Building, Inc.

Date:

\_\_\_\_\_  
Jan Szlembarski, Director Of Construction

Accepted by:

Date:

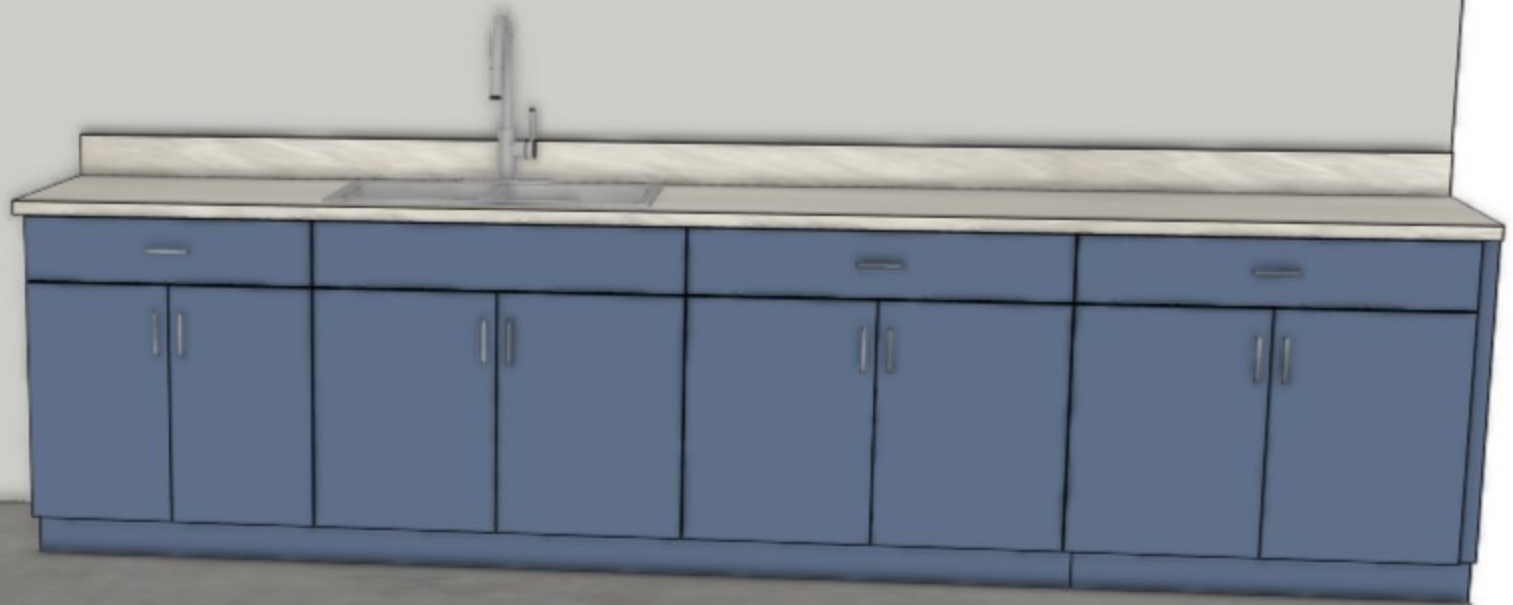
\_\_\_\_\_

<i>Subtotal</i>	\$ 17,369.00
<i>Tax Rate</i>	0.00%
<i>Sales Tax</i>	-
<i>Misc</i>	-
<b>TOTAL</b>	<b>\$ 17,369.00</b>

*This proposal may be withdrawn by us if not accepted within 30 days. Proposal must be signed before any work is started.*

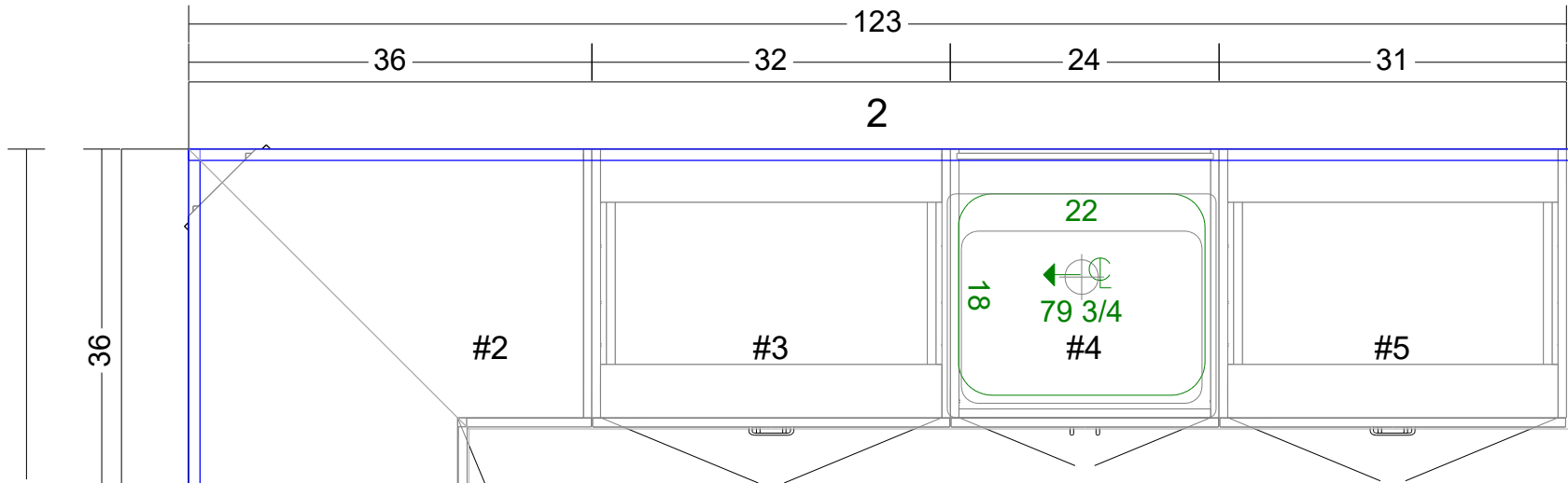






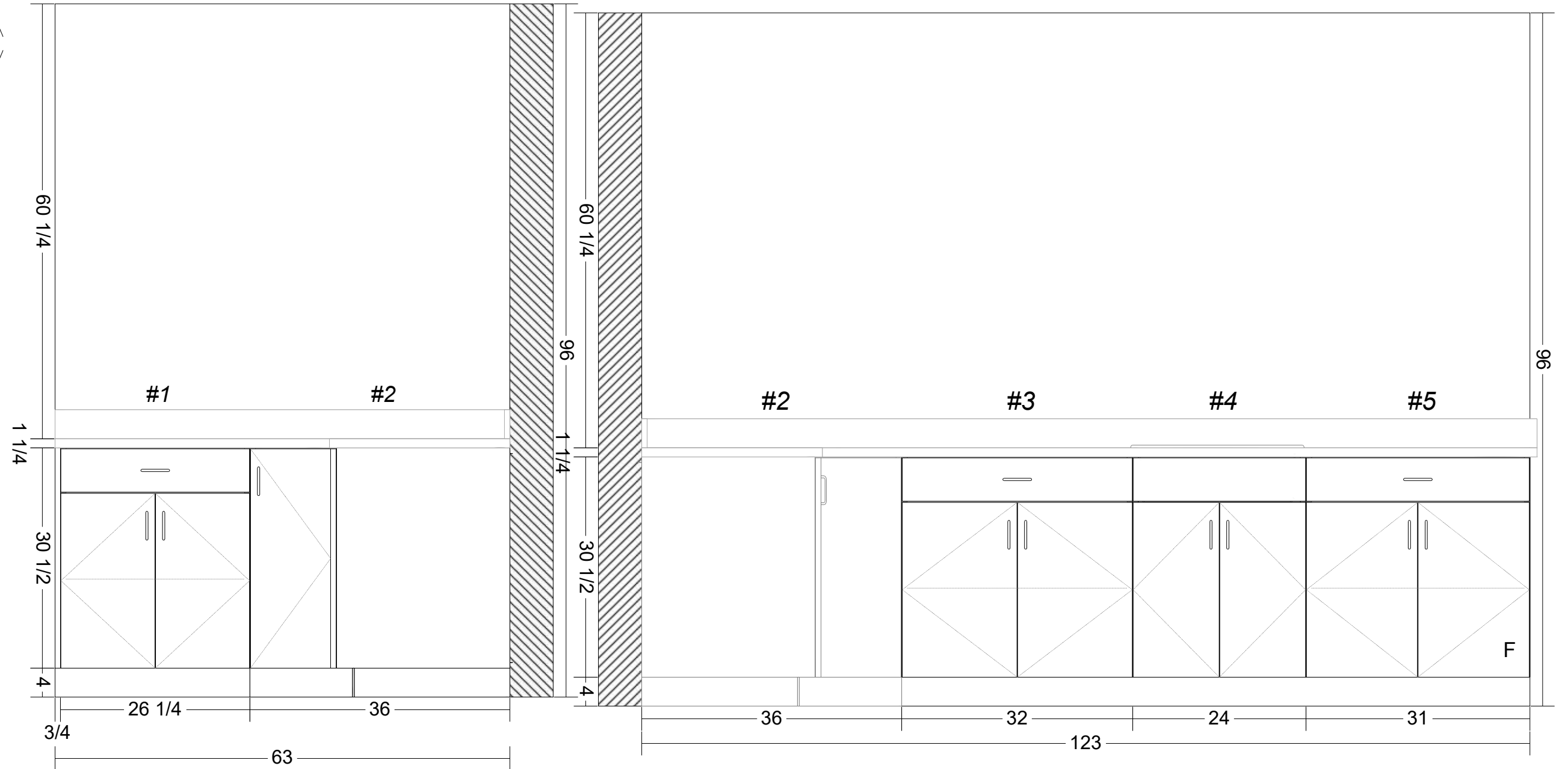


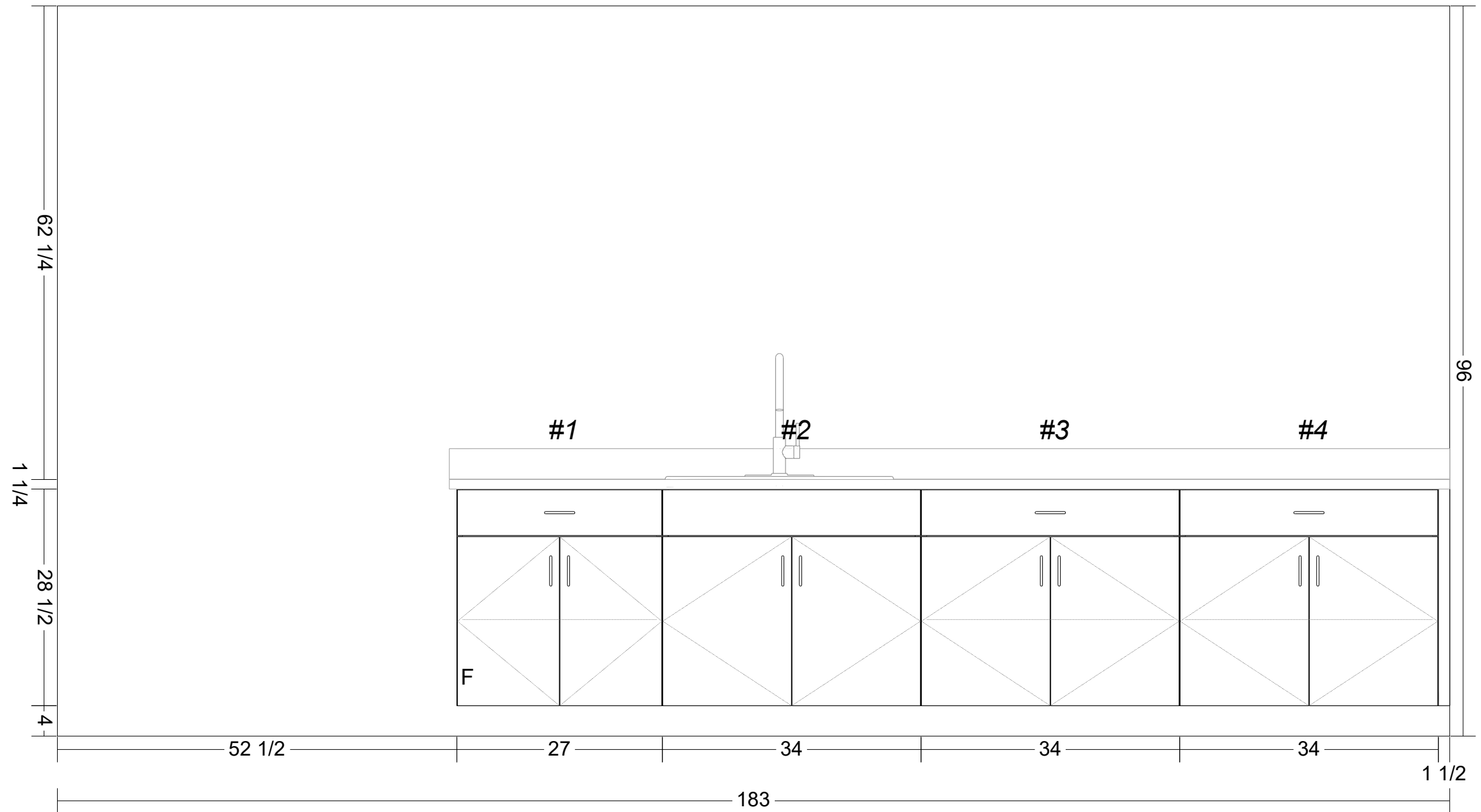
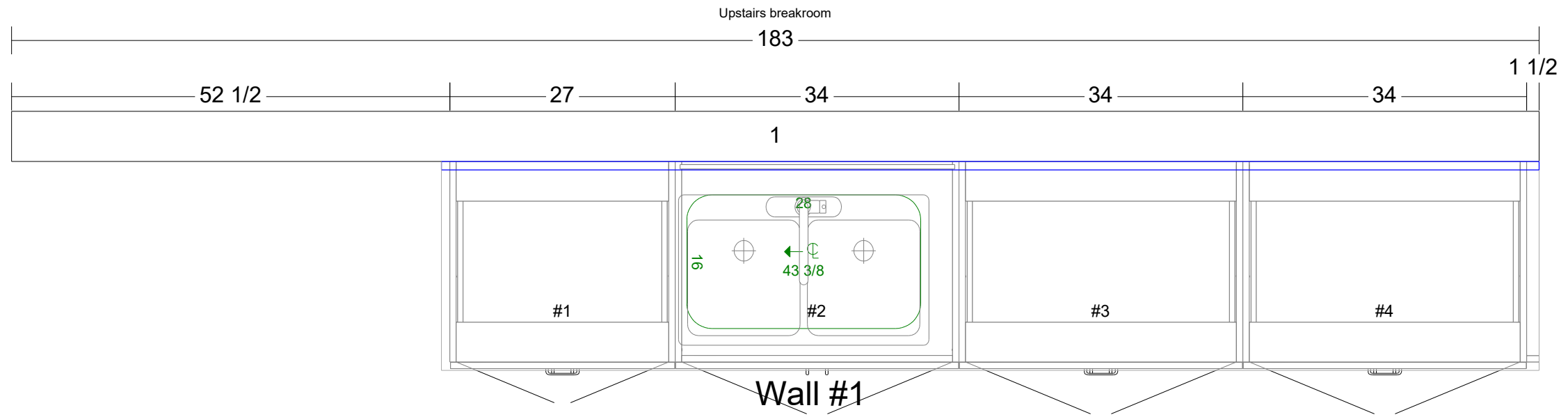
Downstairs break room

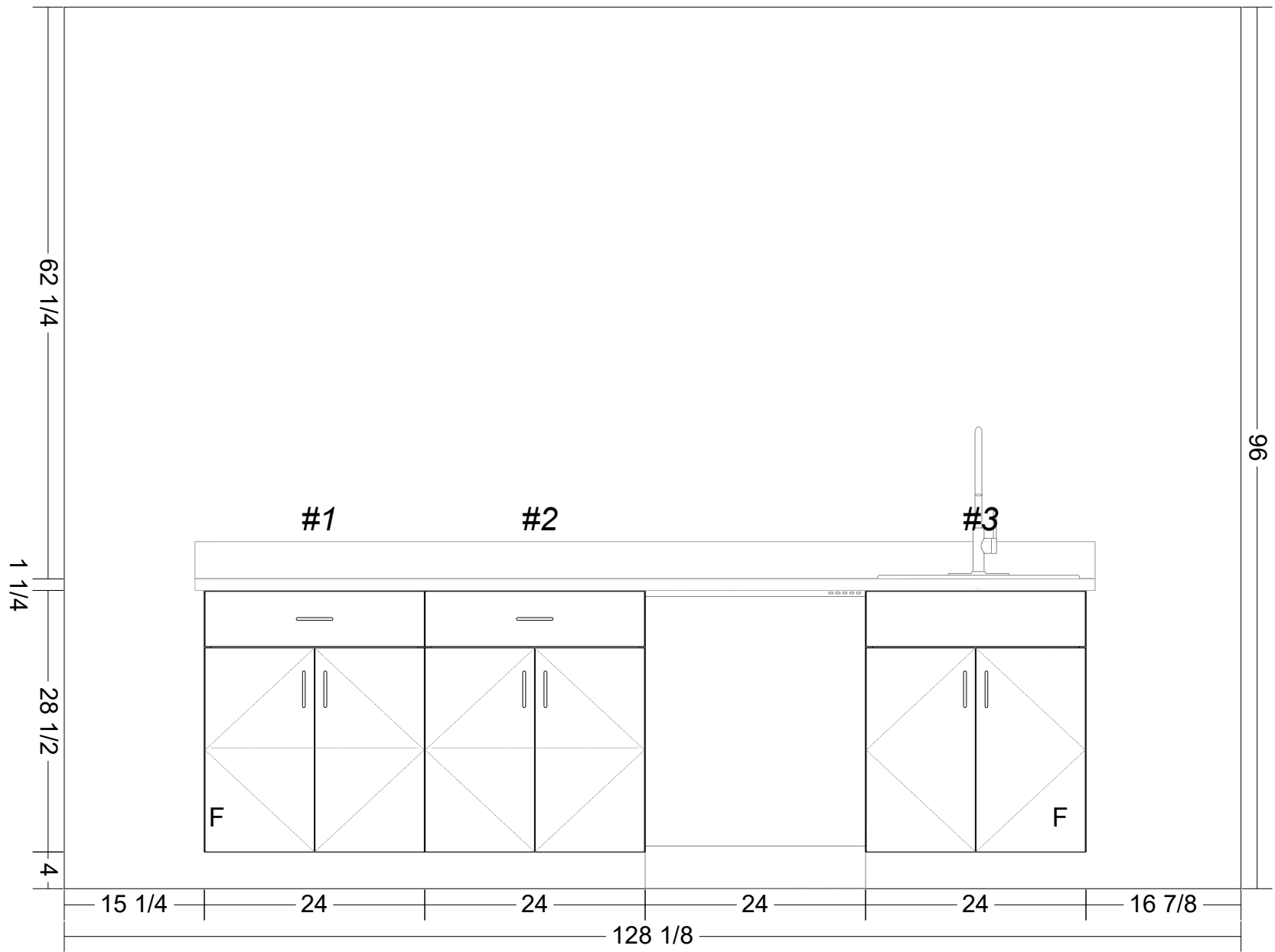
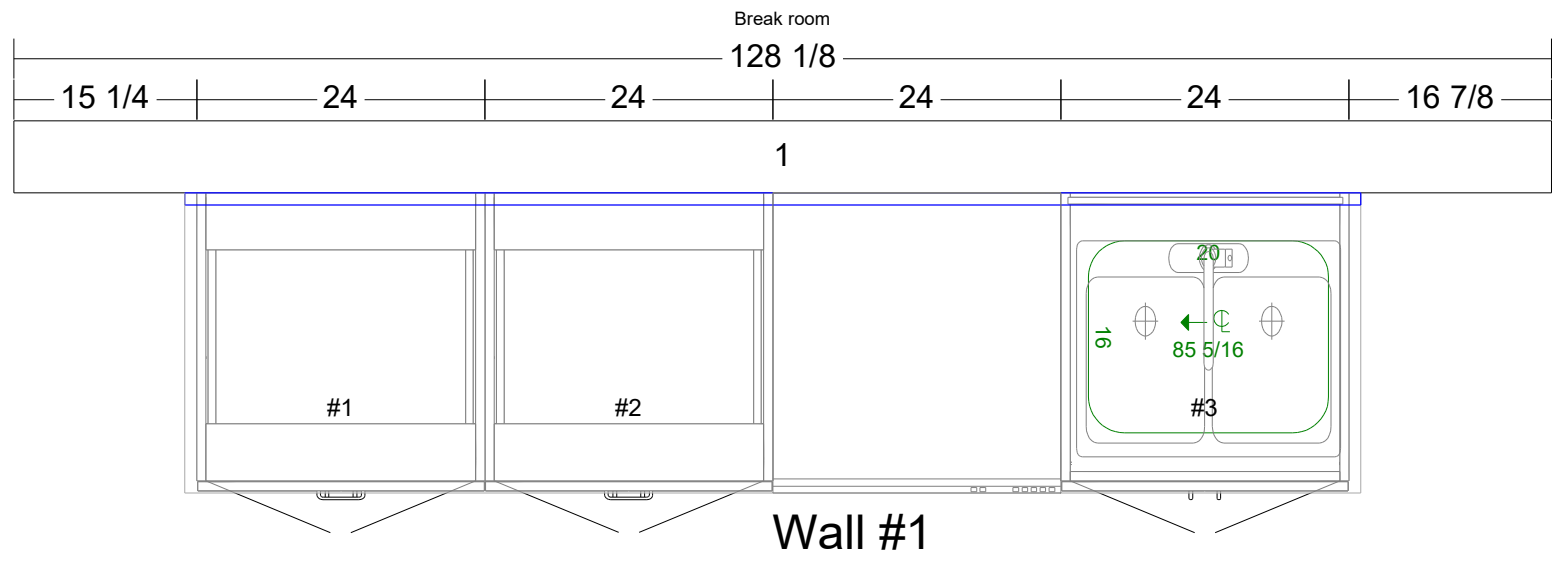


Wall #1

Wall #2









# Darien Police Department

Training and break rooms

Darien Home Depot | Store #1905

Designer: Sharon Springman | Date: 05/2024

## Catalog 1: Cabinetry & Hardware, Countertops



American Woodmark San Mateo



Navy



DRAWER PULL



DOOR PULL



3cm Quartz New Carrara Marmi





## Training Room



CONFIDENTIAL

## Upper breakroom



## Lower Break Room



## Pricing

- Cabinet - installation
- Demo - remove and haul away
- Drain – rebuild drains and supplies and connect sink for final plumbing
- Notch - cutting out back of cabinet for plumbing
- Molding – toekick and quarter round.
- Ctop includes undermount sink
- Cabinets includes hardware

<u>Labor</u>	<u>Training Room</u>	<u>Upper break</u>	<u>Lower Break</u>	<u>TOTALS</u>
Cabinets	\$687.00	\$916.00	\$1,145.00	\$2,748.00
Demo	\$483.00	\$966.00	\$1,104	\$2,553.00
Drain	\$468.90	\$468.90	\$468.90	\$1,406.70
Notch	\$111.11	\$111.11	\$111.11	\$333.33
Molding	\$196.68	\$262.24	\$262.24	\$721.16
<u>Product</u>				
Ctop	\$967.47	\$2,257.01	\$2,015.81	\$5,240.29
Cabinets	\$1,541.01	\$1,730.35	\$2,658.01	\$5,929.37
				\$18,931.85



## Specifications: Appliances



Project Name | Store #0000 | PO #00000000

Designer: Designer Name | Date: 1/20/2023

CONFIDENTIAL

## Sinks

Sinks are included in the countertop pricing and are undermounted

- # 1618 training room
- #2318 upper break room
- #3018 lower break room

Faucets and strainers are not included. But can be added in



**SIN-18-SINBWL-1210**  
 Outside - 14<sup>3</sup>/<sub>16</sub>" x 12<sup>3</sup>/<sub>4</sub>"  
 Inside - 12<sup>5</sup>/<sub>16</sub>" x 10<sup>5</sup>/<sub>16</sub>"  
 Depth - 7"  
 Minimum Cabinet - 18"



**SIN-18-SINBWL-1618**  
 Outside - 18" x 16"  
 Inside - 16" x 14"  
 Depth - 8"  
 Minimum Cabinet - 21"



**SIN-18-SINBWL-2318**  
 Outside - 23<sup>3</sup>/<sub>16</sub>" x 17<sup>3</sup>/<sub>4</sub>"  
 Inside - 21<sup>1</sup>/<sub>16</sub>" x 15<sup>1</sup>/<sub>4</sub>"  
 Depth - 8"  
 Minimum Cabinet - 27"



**SIN-18-SINBWL-2321**  
 Outside - 23<sup>3</sup>/<sub>4</sub>" x 21"  
 Inside - 21<sup>1</sup>/<sub>4</sub>" x 19"  
 Depth - 8"  
 Minimum Cabinet - 27"



**SIN-18-SINBWL-3018**  
 Outside - 29<sup>1</sup>/<sub>16</sub>" x 18<sup>1</sup>/<sub>16</sub>"  
 Inside - 27<sup>1</sup>/<sub>16</sub>" x 15<sup>5</sup>/<sub>16</sub>"  
 Depth - 8"  
 Minimum Cabinet - 36"



**SIN-18-DBLBWL-6040-3120**  
 Outside - 30<sup>3</sup>/<sub>4</sub>" x 19<sup>1</sup>/<sub>2</sub>"  
 Left Inside - 16<sup>1</sup>/<sub>2</sub>" x 17<sup>1</sup>/<sub>2</sub>"  
 Right Inside - 11" x 14<sup>1</sup>/<sub>2</sub>"  
 Depth - 9" / 7<sup>1</sup>/<sub>2</sub>"  
 Minimum Cabinet - 36"



**SIN-18-DBLBWL-4060-3120**  
 Outside - 30<sup>3</sup>/<sub>4</sub>" x 19<sup>1</sup>/<sub>2</sub>"  
 Left Inside - 11" x 14<sup>1</sup>/<sub>2</sub>"  
 Right Inside - 16<sup>1</sup>/<sub>2</sub>" x 17<sup>1</sup>/<sub>2</sub>"  
 Depth - 7<sup>1</sup>/<sub>2</sub>" / 9"  
 Minimum Cabinet - 36"



**SIN-18-DBLBWL-6040-3120S**  
 Outside - 31<sup>1</sup>/<sub>2</sub>" x 20<sup>1</sup>/<sub>2</sub>"  
 Left Inside - 15<sup>1</sup>/<sub>2</sub>" x 18<sup>1</sup>/<sub>2</sub>"  
 Right Inside - 12<sup>1</sup>/<sub>4</sub>" x 16<sup>1</sup>/<sub>4</sub>"  
 Depth - 9" / 7<sup>1</sup>/<sub>2</sub>"  
 Minimum Cabinet - 36"



**SIN-18-DBLBWL-4060-3120S**  
 Outside - 31<sup>1</sup>/<sub>2</sub>" x 20<sup>1</sup>/<sub>2</sub>"  
 Left Inside - 12<sup>1</sup>/<sub>4</sub>" x 16<sup>1</sup>/<sub>4</sub>"  
 Right Inside - 15<sup>1</sup>/<sub>2</sub>" x 18<sup>1</sup>/<sub>4</sub>"  
 Depth - 7<sup>1</sup>/<sub>2</sub>" / 9"  
 Minimum Cabinet - 36"



**SIN-18-DBLBWL-5050-3118**  
 Outside - 32<sup>1</sup>/<sub>4</sub>" x 18<sup>1</sup>/<sub>2</sub>"  
 Left Inside - 14<sup>1</sup>/<sub>2</sub>" x 16<sup>1</sup>/<sub>2</sub>"  
 Right Inside - 14<sup>1</sup>/<sub>2</sub>" x 16<sup>1</sup>/<sub>2</sub>"  
 Depth - 8"  
 Minimum Cabinet - 36"



**SIN-SINKSTRAINER**



## Counter tops

**New Carrara Marmi Quartz** is a soft marble-look Carrara quartz that features a bright white background with soft, short gray veining for a versatile look.

3cm thick

Includes a 4" backsplash and an eased edge.

Installation occurs within 5 business days, after final payment\*\*.

\*\* (Countertops are initially purchase as an estimate and price can change after the measure)





# Thank you!

Darien Police Department

Designer: Sharon Springman | Date: 05/2024

Email: [kitchendesigner\\_1905@homedepot.com](mailto:kitchendesigner_1905@homedepot.com)

Phone Number: 630/271-9600 X426



## Rosemary Gonzalez

---

**From:** Thyfault, Nancy <nancy.thyfault@store.lowes.com>  
**Sent:** Friday, May 3, 2024 10:45 AM  
**To:** Jason Norton  
**Cc:** Scott, Mark  
**Subject:** Re: [EXTERNAL] RE: Important Document(s) from Lowe's

Hi Jason,

Without appliances, the cost of the cabinets, counters (at the B price Level) and installation would be \$19253.95.

The current cabinet promo of 30% off orders over \$10,000 runs through 5/15/24. Your quote is good for 30 days. If we get a better promo discount you'd be able to take that instead of the 30% off. My manager and I feel that there will probably be a different discount later this month. Typically we see this around a holiday!

The counter price could vary depending on the pattern that you select. I chose a B level as it offered a pattern that goes well with the blue cabinets. The estimate is based on our design. The fabricators would do a detail measure once a deposit is paid after the cabinets are installed and leveled. The accurate measurement will vary from the estimate once they can measure. For instance, walls are usually not even. A counter may be 25" in depth at one end but the wall could vary and require a depth of 25.25 at the opposite end.

The labor estimate does include removal and haul away. This is the best estimate that we can get, based on the current design. The only way to get a more solid number would be if you had a detail measure done, \$75 (deducted from the installation if you go with Lowe's). One of our installers will come out, double check measurements against our design and add any other items that you may need. Other items might mean moving or adjusting water lines, or if the installer sees a problem with something, etcetera. Then we would revise the estimate.

My manager and I discussed this and at this time, these are the best prices that we offer on the cabinets and counters. The installation is the one item that could change the most.

My apologies, there are many variables so this is the best that we can give you right now. We will be happy to work with you should you want to see a lower priced cabinet vendor or counter. The KraftMaid and Diamond Intermediate, all plywood construction, will give you the longevity that you are looking for!

Thanks,  
Nancy T

---

**From:** Jason Norton <jnorton@darienil.gov>  
**Sent:** Wednesday, May 1, 2024 6:40 AM  
**To:** Thyfault, Nancy <nancy.thyfault@store.lowes.com>  
**Cc:** Scott, Mark <mark.scott04@store.lowes.com>  
**Subject:** [EXTERNAL] RE: Important Document(s) from Lowe's

\*EXTERNAL SENDER\*

Nancy,

Thank you for your time and efforts in our project. I see that the estimated total is \$22,674.94.

Can you advise the costs without the appliances? Simple math would estimate the cost to be \$19,737.94. I'm just looking to confirm and compare apples to apples.

Does this include teardown and haul away of the old cabinets, sinks, etc. or is this something we are responsible for?

I believe I let you know that I need three bids and the lowest qualified bid would be awarded the project. I am still waiting for the other two bids to come in and I appreciate your quick response. I'd also like to confirm this is your best price as will present these numbers to Chief Thomas once I have all three bids.

Thank you again,  
Jason



**Jason Norton #334**  
Deputy Chief

Darien Police Department  
1710 Plainfield Road  
Darien, IL 60561

**Main:** 630-971-3999  
**Office:** 630-353-8334  
**Fax:** 630-971-4326  
**Email:** [jnorton@darienil.gov](mailto:jnorton@darienil.gov)



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**From:** Thyfault, Nancy <nancy.thyfault@store.lowes.com>  
**Sent:** Tuesday, April 30, 2024 12:32 PM  
**To:** Jason Norton <jnorton@darienil.gov>  
**Cc:** Scott, Mark <mark.scott04@store.lowes.com>  
**Subject:** Fw: Important Document(s) from Lowe's

Hi Jason.

Attached are quotes for your Break Rooms. These include cabinets, counters, appliances, sinks and installation.

The estimate total for all of these items is \$22,674.94.

The cabinets have been quoted in all plywood, dark blue finish and a Shaker door. The last page of each quote has the current 30% cabinet discount written. The 30% off is good for 30 days. We could have a future promo that has a better discount later in May. I will let you know.

The dark blue shades vary. You are welcome to check out our sample doors so that you can see how the different blues will look in the spaces.

One design suggestion for the Basement Break Room: It would look more finished if another cabinet is added to the end of the current cabinet run, then the refrigerator could be positioned next to the last base cabinet. From your photos it looks like that would work with the existing wall outlet for the refrigerator.

The counters are a B price level quartz. All of our counter orders are done through an online configurator. Through 5/1 there is a 10% off all stone counters flash sale. The attached quote reflects the 10% off. These sales come up every 4-6 weeks, so we can always take advantage of one!

The price per square foot includes material and installation. The sinks that have been included in the appliance estimate are all drop in style. That means the hole is cut for free. If you decide to use undermount sinks there would be additional charges to cut and polish the exposed edges around the sinks. That's shown on the counter quote.

The appliances and sinks are bundled into one estimate. Of course you may have different ideas of appliance and sink styles. This estimate is to give you an idea of some available options.

The estimate has current prices with sale pricing where applicable. If the City of Darien or the Police Department wants to sign up for our MVP program, The appliance estimate can be submitted to our Volume Savings Program for additional savings. That could be set up with me or a manager.

The installation estimate is based on the cabinet designs. There's a \$75 Detail Measure fee that would send one of our installers to your building to verify measurements and any other work. The \$75 is deducted from the installation price. If items such as plumbing adjustments are needed, the installer would let us know what the additional prices would be. It is usual for the installation price to go up after the Detail Measure. When we create an estimate we cannot anticipate what other work may be needed. The installer does work from the cabinet design that we have created. Post detail we make any adjustments to the design and installation estimate.

This is a lot of information! There are also attachments of cabinet renderings. One set is shown in line detail. It's hard to see the cabinet detail in the color renderings.

I also have specifications available for the appliances should you want to see them. Please let me know if you have any questions or would like to see anything else.

It was a pleasure to meet you and work with you! I am copying my Specialty Assistant Manager, Mark Scott, as he can also help with questions.

Thanks,  
Nancy T

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**From:** Lowes Document Scan <[LexPrin@Lowes.com](mailto:LexPrin@Lowes.com)>

**Sent:** Tuesday, April 30, 2024 11:04 AM

**To:** Thyfault, Nancy <[nancy.thyfault@store.lowes.com](mailto:nancy.thyfault@store.lowes.com)>

**Subject:** Important Document(s) from Lowe's

Thank you for choosing Lowe's for your home improvement needs. Attached is one or more important document(s) from your recent visit to Lowe's. After reviewing the document(s), please contact your local Lowe's store for next steps. If you have any questions, please contact Lowe's Customer Care at 1-800-44-LOWES or visit

<https://nam11.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.lowes.com%2F&data=05%7C02%7Cnancy.tthyfault%40store.lowes.com%7C705e373708e044d4d21408dc692f5ed9%7Cbcfa3e87841e48c7983b584159dd1a69%7C0%7C638500899426268949%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IkhawWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=HNp5v6A%2FzwanplvTTWjL4gl%2FB5uYx4ugLtoLKUm25jY%3D&reserved=0>.

Please do not reply to this e-mail; this account is not monitored.

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## AGENDA MEMO

### City Council

### May 20<sup>th</sup>, 2024

#### **ISSUE STATEMENT**

A Resolution to approve the expenditure of budgeted funds to purchase ammunition from Kiesler's Police Supply in the amount of \$19,385.55

#### **RESOLUTION**

#### **BACKGROUND/HISTORY**

The police department is requesting to order ammunition requested under FYE25 budget, line item 01-40-4217. Sgt. Jump handles purchases for the firearms program and training. Kiesler Police Supply has the state contract on ammunition and therefore the sole source for our purchase. Due to a shortage of ammunition, it can take up to 12 months or longer for delivery of orders.

#### **Proposals/Bids**

<b>Kiesler's Police Supply</b>		
9mm	Federal American Eagle Full Metal Jacket (17,000 rounds)	\$5,060.00
40S&W	Federal American Eagle Full Metal Jacket (7,000 rounds)	\$2,535.75
223REM	Federal American Eagle Full Metal Jacket Boattail (13,500 rounds)	\$6,799.95
9mm	Federal Ballisticclean RHT (3,000 rounds)	\$1,500.75
40S&W	Federal Ballisticclean RHT (1,000 rounds)	\$638.25
223REM	Federal Ballisticclean RHT (1,000 rounds)	\$897.00
9mm	Speer Gold Dot 147 Grain Hollow Point ( 2,000 rounds)	844.10
40S&W	Speer Gold Dot 180 Grain Hollow Point (1,000 rounds)	465.75
223REM	Speer Gold Dot Duty Rifle (1,000 rounds)	644.00
<b>TOTAL</b>		<b>\$19,385.55</b>

#### **STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of a motion authorizing the purchase of ammunition from Kiesler's Police Supply in the amount of \$19,385.55.

#### **ALTERNATE CONSIDERATION**

As recommended by Staff

#### **DECISION MODE**

This item will be placed on the May 20<sup>th</sup>, 2024 agenda for formal Council consideration and approval.

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

**A RESOLUTION APPROVING THE EXPENDITURE OF BUDGETED FUNDS  
TO PURCHASE AMMUNITION FROM KIESLER’S POLICE SUPPLY  
IN THE AMOUNT OF \$19,385.55**

**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 approve the expenditure of budgeted funds to purchase ammunition from Kiesler’s Police Supply in the amount of \$19,385.55, 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 20<sup>th</sup> day of May, 2024.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 20<sup>th</sup> day of May, 2024.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**Sales Quote**

KIESLER POLICE SUPPLY  
 2802 SABLE MILL RD  
 JEFFERSONVILLE, IN 47130

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

**Ship-to Address**  
 DARIEN POLICE DEPARTMENT  
 AUSTIN JUMP 630-971-3999 ext:8314  
 1710 PLAINFIELD ROAD  
 DARIEN, IL 60561

Your Reference  
 Bill-to Customer No. L03762  
 Tax Registration No.  
  
 No. Q151935  
 Document Date April 30, 2024  
 Due Date May 30, 2024  
 Payment Terms  
 Payment Method  
 Tax Identification Type Legal Entity  
 Shipment Method Standard  
 Austin Jump <ajump@darienil.gov>

Salesperson RYAN  
 Email  
 Home Page  
 Phone No.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
FEDEAE9FP	FEDERAL AMERICAN EAGLE 9MM LUGER 147 GRAIN FULL METAL JACKET, FLAT POINT 1000RDS/CASE,50RDS/BOX LLRRM-IL	20	CASE	253.00	5,060.00
FEDEAE40R1	FEDERAL AMERICAN EAGLE 40S&W 180 GRAIN FULL METAL JACKET, BALL 1000RDS/CASE,50RDS/BOX ALCRA-IL	7	CASE	362.25	2,535.75
FEDEAE223	FEDERAL AMERICAN EAGLE 223REM 55 GRAIN FULL METAL JACKET BOATTAIL 500RDS/CASE,20RDS/BOX LLARH-IL	27	CASE	251.85	6,799.95
FEDEBC9NT3	FEDERAL BALLISTICLEAN RHT 9MM LUGER 100 GRAIN REDUCED HAZARD TRAINING, NON-TOXIC FRANGIBLE 1000RDS/CASE,50RDS/BOX RRAOO-IL	3	CASE	500.25	1,500.75
FEDEBC4OCT1	FEDERAL BALLISTICLEAN RHT 40S&W 125 GRAIN REDUCED HAZARD TRAINING, NON-TOXIC FRANGIBLE 1000RDS/CASE KTAA-IL	1	CASE	638.25	638.25
FEDEBC223NT5	FEDERAL BALLISTICLEAN RHT 223REM 42 GRAIN REDUCED HAZARD TRAINING, NON-TOXIC FRANGIBLE 500RDS/CASE AMHMT-IL	2	CASE	448.50	897.00
SPEER53619	SPEER GOLD DOT 9MM 147 GRAIN HOLLOW POINT 1000RDS/CASE, 50RDS/BOX AHRRM-IL	2	CASE	422.05	844.10
SPEER53962	SPEER GOLD DOT 40S&W 180 GRAIN HOLLOW POINT 1000RDS/CASE 50RDS/BOX RCALH-IL	1	CASE	465.75	465.75
SPEER24475	SPEER GOLD DOT DUTY RIFLE 223REM 75 GRAIN	2	CASE	322.00	644.00



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	SOFT POINT, 500RDS/CASE, 20RDS/BOX LOKHC-IL				
KIESLER LIFTGATE	IF A LIFTGATE IS REQUIRED AN ADDITIONAL FEE OF \$150 WILL APPLY. PLEASE ADVISE PRIOR TO ORDERING.	1	EACH	0.00	0.00
FORMAT RYAN	QUOTED BY RYAN DOLD KIESLER POLICE SUPPLY 2802 SABLE MILL RD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS RDOLD@KIESLER.COM	1	EACH	0.00	0.00
Amount Subject to Sales Tax				0.00	
Amount Exempt from Sales Tax				0.00	
				<b>Subtotal</b>	<b>19,385.55</b>
				Total Tax	0.00
				<b>Total \$ Incl. Tax</b>	<b>0.00</b>
				<b>Tax Amount</b>	<b>0.00</b>

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

**RETURNED GOODS POLICY**

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

**DEFECTIVE MERCHANDISE POLICY**

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

**DAMAGED GOODS POLICY**

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



# AGENDA MEMO

## City Council

May 20, 2024

### ISSUE STATEMENT

A resolution to purchase parts and labor for the outfitting of seven (7) administrative cars from Emergency Vehicle Tech (EVT) using Equitable Sharing Funds in the total amount of \$65,096.44.

### RESOLUTION

### BACKGROUND/HISTORY

The Darien Police Department is requesting approval to purchase parts and labor for the outfitting of seven (7) administrative cars from EVT. The outfitting is necessary to make the seven new administrative cars (2) administration, (3) detective & (2) CSO operational with lights, sirens, trunk vaults, computers (CSO), printers (CSO), decals (CSO).

The purchase of the new vehicles requires that they be outfitted with certain items to make them functional for police purposes. Items such as lights, sirens, trunk vaults, computers (CSO), printers (CSO), decals (CSO).

We received one quote due to this purchase utilizing Equitable Sharing Funds, the federal requirement is for the vendor to be vetted through System for Award Management (SAM.gov). We could not find that other agencies in the area including Public Safety Direct, CAMZ or Midwest 911 that were vetted through SAM.gov.

Item	Actual Cost
EVT	\$65,096.44

The Darien Police Department is a proud participant in the United States Department of Justice and the United States Department of Treasury Equitable Sharing Program for State and Local Law Enforcement Agencies. For the last several years the Darien Police Department has participated in federal task forces whose goal is to stem the flow of illegal narcotics into the Chicago metropolitan area which is one of the major hubs for illegal narcotics coming into the United States. It is the goal of this program to not only cut off the flow of illegal narcotics into the area, but to take away and use the tools, proceeds and property derived from any criminal activity against the offenders. These seized tools, proceeds and property are ultimately a deterrent to criminal activity and an enhancement to law enforcement. Under the Guidelines of the Equitable Sharing Program, the funds received cannot be used to replace or supplant the police department's regularly budgeted monies but augment the police budget. These seized monies may only be used by the police department in order to augment the police budget. This purchase meets the Guidelines of the Equitable Sharing Program and will provide an important tool for the police department that otherwise would not be available without participation in the Equitable Sharing Program. The cash balance of this fund is \$233,987.55 as of April 30, 2024.

### STAFF / COMMITTEE RECOMMENDATION

Staff recommends approval of outfitting seven (7) administrative cars from EVT from Mokena, IL in the amount of \$65,096.44.

### ALTERNATE CONSIDERATION

As recommended by Staff.

**DECISION MODE**

This item will be placed on the May 20, 2024 agenda for formal Council consideration and approval.

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM EMERGENCY VEHICLE TECH FOR THE PURCHASE OF PARTS AND LABOR FOR THE OUTFITTING OF (7) ADMINISTRATIVE CARS USING DEPARTMENT OF JUSTICE AWARD MONEY IN THE AMOUNT OF \$65,096.44**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the City Administrator to accept a proposal from Emergency Vehicle Tech for the purchase of parts and labor for the outfitting of (7) administrative cars using Department of Justice award money in the amount not to exceed \$65,096.44, 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 20<sup>th</sup> day of May, 2024.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20<sup>th</sup> day of May 2024.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY





EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/24/2024	4371

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2023 Durango		Admin X2	Net 30	
Qty	Item	Description	Rate	Total
1	ETSS100J	*** Admin with mPower windshield lights and small shrouds *** S/O 100W Composite siren speaker	189.95	189.95
1	ETSSVBK05	S/O 100N/100J Series Speaker Bracket (only - no drill) capable of holding up to two speakers for the Dodge Durango Pursuit 2018-2020, Bumper Mount ^^^ Siren speaker and bracket ^^	59.95	59.95
4	EMPS2STS5RBW	S/O mpower® 4' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, Black Housing, 18 LED, Tricolor - Red/Blue/White	129.95	519.80
4	PMP2BKDGJAJ	mPOWER 4' Fascia Deck/Grille Adj Bracket Kit ^^^ Grill lights ^^	9.95	39.80
2	EMPS1SLS4RBW	S/O 3" mPower light. Stud mount.(wide) three color red/blue/white	119.95	239.90
2	PMP1WSS2B	S/O mPower Window Shroud Kit (narrow) for 3" Light w/ Stud Mount - Black	12.95	25.90
1	MDASHCPE	MicroDash Pre-Emption Strobe	259.95	259.95
1	IRFIL-NOVA	EVT Brand Infared Lens for Nova MDASH Pre-Emption Self Contained Strobe ^^^ Windshield lights ^^	35.00	35.00
4	EMPS2STS5RBW	S/O mpower® 4' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, Black Housing, 18 LED, Tricolor - Red/Blue/White	129.95	519.80
4	PMP2BKDGJAJ	mPOWER 4' Fascia Deck/Grille Adj Bracket Kit ^^^ Rear doors and 1/4 windows ^^	9.95	39.80
2	EMPS1SLS4RBW	S/O 3" mPower light. Stud mount.(wide) three color red/blue/white	119.95	239.90
2	PMP1BKDGJAJ	Deck/Grille Adjustable Bracket Kit for mpower® 3" Fascia Light w/ Stud Mount - Black ^^^ Rear Hatch window ^^	9.95	19.90
1	ETTFK02	S/O 2010-2020 DODGE DURANGO, PLUG AND PLAY ALTERNATING TAILLIGHT FLASHER ^^^ Tail light ring flasher ^^	169.95	169.95
1	ENGSA5100HPP	S/O 500 series bluePrint siren with handheld control. 100W	675.00	675.00
1	ENGLMK002	bluePRINT Link® Micro Module & Vehicle Harness for Dodge Charger 2015-2021 & Durango 2018-2021	269.95	269.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>
--------------

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/24/2024	4371

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2023 Durango		Admin X2	Net 30	
Qty	Item	Description	Rate	Total
1	T-DGDURL2-11N-TR-Z1	^^^ Siren and lighting controls ^^ Truck Vault Durango Floor Vault 3rd Row Removed or SSV. 2011+ Dodge Durango	1,795.00	1,795.00
1	NPN-TINT	Tint front two windows 35% and 20% windshield visor	225.00	225.00
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, Zip Ties, Tape, Screws, Bolts, Etc)	200.00	200.00
1	LABOR	Install above listed equipment  *** 4/23/24 Change order. Removed mPower windshield lights. Added nForce interior bar and IR filter for preemption emitter.	2,495.00	2,495.00

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>	\$8,019.55
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Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
10/16/2023	4193

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2023 Durango		Admin X3	Net 30	
Qty	Item	Description	Rate	Total
1	ETSS100J	S/O 100W Composite siren speaker	189.95	189.95
1	ETSSVBK05	S/O 100N/100J Series Speaker Bracket (only - no drill) capable of holding up to two speakers for the Dodge Durango Pursuit 2018-2020, Bumper Mount ^^^ Siren speaker and bracket ^^	59.95	59.95
4	EMPS2STS5RBW	S/O mpower® 4' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, Black Housing, 18 LED, Tricolor - Red/Blue/White	129.95	519.80
4	PMP2BKDGJAJ	mPOWER 4' Fascia Deck/Grille Adj Bracket Kit ^^^ Grill lights ^^	9.95	39.80
1	ENFWB01C5A	S/O nForce front interior light bar. Single color modules R/B with takedown lights	739.95	739.95
1	MDASHCPE	MicroDash Pre-Emption Strobe	259.95	259.95
1	IRFIL-NOVA	EVT Brand Infared Lens for Nova MDASH Pre-Emption Self Contained Strobe ^^^ Windshield lights ^^	35.00	35.00
4	EMPS2STS5RBW	S/O mpower® 4' Fascia Light w/ Stud Mount, 18' hard wire w/ sync option, Black Housing, 18 LED, Tricolor - Red/Blue/White	129.95	519.80
4	PMP2BKDGJAJ	mPOWER 4' Fascia Deck/Grille Adj Bracket Kit ^^^ Rear doors and 1/4 windows ^^	9.95	39.80
2	EMPS1SLS4RBW	S/O 3" mPower light. Stud mount.(wide) three color red/blue/white	119.95	239.90
2	PMP1BKDGJAJ	Deck/Grille Adjustable Bracket Kit for mpower® 3" Fascia Light w/ Stud Mount - Black ^^^ Rear Hatch window ^^	9.95	19.90
1	ETTFK02	S/O 2010-2020 DODGE DURANGO, PLUG AND PLAY ALTERNATING TAILLIGHT FLASHER ^^^ Tail light ring flasher ^^	169.95	169.95
1	ENGSA5100HPP	S/O 500 series bluePrint siren with handheld control. 100W	675.00	675.00
1	ENGLMK002	bluePRINT Link® Micro Module & Vehicle Harness for Dodge Charger 2015-2021 & Durango 2018-2021 ^^^ Siren and lighting controls ^^	269.95	269.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>
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Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
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EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
10/16/2023	4193

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2023 Durango		Admin X3	Net 30	
Qty	Item	Description	Rate	Total
1	T-DGDURL2-11N-TR-Z1	Truck Vault Durango Floor Vault 3rd Row Removed or SSV. 2011+ Dodge Durango	1,795.00	1,795.00
1	NPN-TINT	Tint front two windows 35% and 20% windshield visor	225.00	225.00
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, Zip Ties, Tape, Screws, Bolts, Etc)	200.00	200.00
1	LABOR	Install above listed equipment	2,495.00	2,495.00
*** 4/23/24 Change order. Removed mPower windshield lights. Added nForce interior bar and IR filter for preemption emitter.				

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>	\$8,493.70
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Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech





EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
10/16/2023	4192

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
Durango		CSO X2	Net 30	
Qty	Item	Description	Rate	Total
1	ETSS100J	S/O 100W Composite siren speaker	189.95	189.95
1	ETSSVBK05	S/O 100N/100J Series Speaker Bracket (only - no drill) capable of holding up to two speakers for the Dodge Durango Pursuit 2018-2020, Bumper Mount	64.95	64.95
1	5202T-2L51	Go Rhino light ready push bumper. 2 SoundOff nForce textured black finish. 2021 Durango	469.95	469.95
1	ENFSSS3D	S/O nFORCE® Single Surface Mount Light. Dual Color - Red/White	114.95	114.95
1	ENFSSS3E	S/O nFORCE® Single Surface Mount Light. Dual Color - Blue/White	114.95	114.95
1	EMPS2QMS4D	S/O mpower® 4' Fascia Light w/ Quick Mount Red/White	114.95	114.95
1	EMPS2QMS4E	mpower® 4' Fascia Light w/ Quick Mount blue/white ^^^ Lighted Push bumper ^^^	114.95	114.95
1	ENULB011UN-38V	S/O 48" nFuse light bar RW-BW front, RA-BA rear	1,495.00	1,495.00
1	NT-2500	Priority Green Nano Tube preemption power supply.	271.20	271.20
1	LMTUBE	Replacement strobe tube for preemption emitter ^^^ Multi-function light bar with preemption emitter ^^^	99.96	99.96
2	ENFDGS1RB	S/O Dual Deck / Grill mount nForce, Red / Blue ^^^ 1/4 windows ^^^	224.95	449.90
2	EMPS2QMS5RBW	S/O mpower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED, Tri Color - Red/Blue/White ^^^ adjacent license plate ^^^	129.975	259.95
1	ETTFK02	S/O 2010-2020 DODGE DURANGO, PLUG AND PLAY ALTERNATING TAILLIGHT FLASHER ^^^ Flashes tail light ring ^^^	169.95	169.95
1	ENGSA5100CSR	S/O BLUEPRINT 500 SERIES 100W CONSOLE KNOB SIREN	665.00	665.00
1	ENGND04102	S/O bluePRINT remote node, 4 inputs, 10 outputs	224.95	224.95
1	ENGHNK05	S/O bluePRINT remote node harness kit	42.95	42.95
1	ENGLMK002	bluePRINT Link® Micro Module & Vehicle Harness for Dodge Charger 2015-2021 & Durango 2018-2021	269.95	269.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>
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Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

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EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
10/16/2023	4192

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
Durango		CSO X2	Net 30	
Qty	Item	Description	Rate	Total
1	C-VS-2300-DUR	^^^ Siren and lighting controls ^^ Havis Vehicle-Specific 23" Console for 2021 Dodge Durango (Police Package)	469.95	469.95
1	CUP2-1001	Havis XL Self-Adjusting Double Cup Holder	59.95	59.95
1	C-ARM-102	Havis side mount armrest	79.95	79.95
1	C-HDM-214	Havis 8.5' Heavy Duty Telescoping Pole, Side Mount	169.95	169.95
1	C-HDM-303	Havis HD Fixed Computer Top Offset Platform, 6' Offset	79.95	79.95
1	C-MD-202	Havis Tilt Swivel for Computer Mount	64.95	64.95
1	MMSU-1	Magnetic Mic Single Unit	39.95	39.95
1	475-0822	^^^ Console, computer base and accessories ^^ Jotto Cargo Barrier (CB4) - Dodge Durango (2019+)	595.01	595.01
1	GRAPHIC-PKG	^^^ Animal transport ^^ Wrap doors white. design and install graphics per customer design	1,300.00	1,300.00
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	300.00	300.00
1	LABOR	Install above listed equipment plus customer supplied computer docking station	3,495.00	3,495.00
		*** 10/18/23 Change order. Add Single Cell light, Graphics and Truck Vault		
		*** 10/25/23 Change order. Remove Truck Vault. Adjust Graphics		
		*** 4/23/24 Change order. Remove single cell. Add cargo Barrier		

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>	\$11,788.12
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Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech

# AGENDA MEMO

## City Council

May 20, 2024

**ISSUE STATEMENT**

A resolution to approve the purchase of fifteen (15) laptops using budgeted funds from line item 01-40-4815 Capital Purchases from CDS Office Technologies in the total amount of \$66,360.

**RESOLUTION**     **BACKUP**

**BACKGROUND/HISTORY**

The Darien Police Department is requesting approval to purchase fifteen (15) laptops. These laptops will replace the fifteen (15) laptops currently in patrol and Community Service Operator (CSO) vehicles.

The laptops currently in our patrol and CSO vehicles are six plus years old. They fail frequently and are old technology. We have purchased twelve (12) new patrol vehicles, which are due to be delivered this month. We have two (2) recently purchased CSO vehicle that have been delivered and one (1) K9 vehicle purchased a couple of years ago with laptops that need replacing. These laptops are used to complete accident reports, criminal reports, incident reports, electronic citations, communications with DuComm, LEADS, SOS and NCIC inquiries, as well as other activities.

We received bids from three vendors for the purchase of fifteen (15) Panasonic FZ 55 semi-ruggedized laptops. The bid results are:

Vendor	Cost
CDS	\$66,360
Rugged Store	\$70,590
Telrepc	\$74,158

**STAFF / COMMITTEE RECOMMENDATION**

Staff recommends approval of the purchase of fifteen (15) Panasonic FZ55 semi-ruggedized laptops from CDS of Itasca, IL in the amount of \$66,360. Please be advised the original intent was to purchase these items from the FYE 2024 budget, but that budget is now closed and we will be charging these against FYE 2025 budget.

**ALTERNATE CONSIDERATION**

As recommended by Staff.

**DECISION MODE**

This item will be placed on the May 20, 2024 agenda for formal Council consideration and approval.



**CDS Office Technologies**  
 1271 HAMILTON PARKWAY  
 Itasca, Illinois 60143  
 United States  
 (P) 630-625-4519  
 (F) 630-305-9876

## Quotation (Open)

**Date**

Apr 09, 2024 02:11 PM CDT

**Modified Date**

Apr 09, 2024 02:13 PM CDT

**Quote #**

503526 - rev 1 of 1

**Description**

15 x FZ-55J2-01BM (mk3)

**SalesRep**

Gottlieb, Mark  
 (P) 630-625-4519  
 (F) 630-305-9876

**Customer Contact**

Lorek, Mike  
 mllorek@darienil.gov

**Customer**

Darien Police Department (24138)  
 Lorek, Mike  
 1710 Plainfield Rd.  
 Darien, IL 60561  
 United States  
 (P) 630-971-3999

**Bill To**

Darien Police Department  
 Accounts, Payable  
 1710 Plainfield Rd.  
 Darien, IL 60561  
 United States  
 (P) 630-971-3999  
 jcooper@darien.il.us

**Ship To**

Darien Police Department  
 Gonzalez, Rose  
 1710 Plainfield Rd.  
 Darien, IL 60561  
 United States  
 (P) 630-353-8337  
 rgonzalez@darienil.gov

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> Best Way
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
<b>Panasonic Toughbook FZ-55 Semi Rugged - Public Sector Specific</b>					
1	<a href="#">Panasonic Toughbook FZ-55 (i5, 4G, GPS)</a> BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7511, GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Mic and Infrared 2MP Webcam, Standard Batt Note: - TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Mobility Field Engineering Service	FZ-55J2-01BM	15	\$3,190.00	\$47,850.00
2	<a href="#">Havis - Docking Station for Toughbook CF-54 &amp; FZ-55 - LITE port replication, Dual Pass</a> Dual Antenna Connections, Fully-powered USB 3.0 (2), Ethernet: RJ45 Ethernet (1), serial: DB9 (9-Pin) connection (1)	HA-55LVDLT2	15	\$639.00	\$9,585.00
3	<a href="#">Havis - 5-Year Enhanced Protection Plan For DS-PAN-434-2 Docking Station For Panasonic TOUGHBOOK 55 Laptop</a>	EP5-PAN-434-2	15	\$175.00	\$2,625.00
4	<a href="#">Power Supply for use with Panasonic CF-54/FZ-55 Series Docking Stations</a>	LPS-112	15	\$155.00	\$2,325.00
5	<a href="#">Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles</a>	LPS-211	15	\$28.00	\$420.00
<b>4G/GPS Combo Antenna</b>					
6	<a href="#">Airgain MultiMax 2 in 1 EZ Connect Pigtail Antenna - Cellular/GPS</a> Mlutimax 4G (698-960 MHz, 1700-2700 MHz)	AP-MF4G-CG-Q-B1	15	\$115.00	\$1,725.00
7	<a href="#">Airgain Standard EZ Connect Cable Harness - Cellular/GPS</a> TNC on Single Cellular & GNSS	CH-CG-4-4-14	15	\$55.00	\$825.00
<b>Security Software</b>					
8	<a href="#">Absolute Control for SLED - 36 month term</a> Subscription license (3 years) - academic, local, state - Win	SVC-ABLCEU3YA	15	\$67.00	\$1,005.00

**Subtotal: \$66,360.00**  
 Tax (10.7500%): \$0.00  
 Shipping: \$0.00  
**Total: \$66,360.00**

the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



# Sales Quote

**Quote:** Q-15618  
**Account:** C59956  
**Contract:**

**Quote Date:** 4/15/2024, 1:07 PM  
**Valid Until:** 5/15/2024  
**Terms:** Credit Card  
**PO:**

**Sales Rep:** Kyle Pittman  
**Email:** kyle.pittman@rtheruggedstore.com  
**Phone:** 281-305-5020

### Billing Information

City of Darien, IL  
 1702 Plainfield Road  
 Darien, IL 60561  
 US

### Shipping Information

City of Darien, IL  
 1702 Plainfield Road  
 Darien, IL 60561  
 US

### FZ-55 Laptops

Qty	SKU	Product Description	Unit Price	Total Price
15	FZ-55FZ-4VAM	PUBLIC SECTOR SPECIFIC, WIN11 PRO, INTEL CORE I5-1145G7 VPRO (UP TO 4.4GHZ), AMT, 14.0" FHD 1000 NIT GLOVED MULTI TOUCH, 16GB, 512GB OPAL SSD, INTEL WI-FI 6, BLUETOOTH, 4G LTE BAND 14 (EM7511), GPS, DUAL PASS (CH1:GPS/CH2:WWAN), INFRARED WEBCAM, USB-C, STANDARD BATTERY, TPM 2.0, EMISSIVE BACKLIT KEYBOARD, FLAT, CF-SVC512SSD3Y - 3 YEAR NO RETURN OF DEFECTIVE DRIVE, CF-SVCADDPRM12B - 1 YEAR ABSOLUTE RESILIENCE PANASONIC WARRANTY BUNDLE SKU ONLY, CF-SVCLTNF3YR - 3 YEAR PROTECTION PLUS WARRANTY, CF-SVCPDEP3Y - 3 YEAR PREMIER DEPLOYMENT	\$3,475.00	\$52,125.00
<b>FZ-55 Laptops TOTAL:</b>				\$52,125.00

### Mounting & Docking Equipment

Qty	SKU	Product Description	Unit Price	Total Price
15	HA-55LVDLT2	Havis Lite Vehicle Dock (dual pass) for Panasonic TOUGHBOOK 55 & 54. USB-A (2) Serial, LAN, Dual RF.	\$805.00	\$12,075.00
15	PA1580-3207	Lind Mountable 120 Watt DC/DC Adapter	\$160.00	\$2,400.00
15	LPS-211	Havis: Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles - Mount a power supply or USB hub directly to your docking station or cradle with this versatile bracket - Compatible with LIND and Getac power supplies	\$31.00	\$465.00



Qty	SKU	Product Description	Unit Price	Total Price
15	AP-MF4G-CG-Q-B1	MULTIMAX 4G 2in1 with Cellular/LTE and GNSS. Bolt mount. Black. 1 foot coax to be connected to EZConnect cable assembly.	\$106.00	\$1,590.00
15	CH-CG-4-4-14	EZConnect standard cable harness with single Cellular & GNSS. 19 feet with SMA on Cell & GNSS.	\$54.00	\$810.00
<b>Mounting &amp; Docking Equipment TOTAL:</b>				\$17,340.00

Additional Services

Qty	SKU	Product Description	Unit Price	Total Price
15	SVC-ABLCEU3YA	Absolute Control for Education - 36 Month Term - 1-249 Unit Volume	\$75.00	\$1,125.00
<b>Additional Services TOTAL:</b>				\$1,125.00

Freight	\$0.00
Freight Type	Best Way
Total	\$70,590.00



## Terms & Conditions

- Any refunds, for any reason (including cancellations), if payment was made with American Express, refund will be less 4% American Express merchant processing charge
- All shipments are FOB Destination, Freight Prepaid & Add, unless using customer shipping account, if freight not shown on quote, it will be added to Invoice
- Payment must be made in U.S. dollars
- Pricing and quantities are subject to change
- The Rugged Store reserves the right to substitute products of equal or greater specifications
- Invoices are subject to late payment charges of 18% per year computed monthly after due date
- All products are sold "AS IS"
- No credit allowed for goods returned without prior approval
- ALL RETURNS MUST BE ACCOMPANIED BY A RETURN MATERIAL AUTHORIZATION NUMBER AND ARE SUBJECT TO A 20% RESTOCKING/HANDLING FEE; IF A SPECIAL ORDER PART, ADDITIONAL VENDOR RESTOCKING/HANDLING FEES MAY APPLY
- Claims for loss or damage in shipment must be made to the carrier by the Customer. All others must be made to The Rugged Store within 2 days of receipt of goods. All goods shipped at the buyer's risk
- All product and services on this invoice will remain the property of The Rugged Store and will be fully encumbered until full payment has been remitted
- Terms orders are based on payment being made via Check, ACH, or Wire. If a Credit Card is presented as payment for a Net Terms Invoice, an administrative fee of 3.5% plus \$25 will be added to the corrected invoice.





Foertsch Holdings Inc  
101 North Plains Industrial Rd  
Bldg 2  
Wallingford, CT 06492  
(203) 284-5200

EXPIRATION DATE: 5/15/2024

**Order Number:** 0109228  
**Order Date:** 4/15/2024  
**Salesperson:** 0327/ Michael Assunto  
**Salesperson Email:** massunto@telrepcO.com  
**Customer Number:** 1001701

<b>Sold To:</b>		<b>Ship To:</b>	
Darien Illinois Police Department 1710 Plainfield Road Darien, IL 60561		Darien Illinois Police Department 1710 Plainfield Road Darien, IL 60561	
<b>Confirm To:</b> Michael Lorek			

Customer P.O.	Ship VIA	F.O.B.	Terms
	UPS GROUND		Net 30 Days

Item Code	Unit	Ordered	Price	Amount
FZ-55FZ-JDAM <b>Whse:</b> 000	EA	15	3,720.00	55,800.00
Win11 Pro, Intel Core i5-1145G7 vPro (up to 4.4GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, 4G LTE Band 14 (EM7511), GPS, Dual Pass (Ch1:GPS/Ch2:WWAN), Infrared Webcam, USB-C, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive				
HA-55LVDLT2 <b>Whse:</b> 000	EA	15	785.00	11,775.00
HAVIS DOCKING STATION COMPUTER LITE WITH DUAL ANTENNA USB,RJ45,D89,VGA FOR FZ-54 AND FZ-55				
PA1580-3207 <b>Whse:</b> 000	EA	15	155.00	2,325.00
AUTO ADAPT 12V 120W LIND Mountable w/36"" BARE WIRE				
LPS-211 <b>Whse:</b> 000	EA	15	40.00	600.00
SUPER BRACKET HAVIS				
AP-MF4G-CG-Q-B1 <b>Whse:</b> 000	EA	15	99.00	1,485.00
MULTIMAX 4G 2in1 with Cellular/LTE and GNSS. Bolt mount.				
CH-CG-4-4-14 <b>Whse:</b> 000	EA	15	49.00	735.00
EZConnect standard cable harness with single Cellular & GNSS				
SVC-ABLCEDU3YA <b>Whse:</b> 000	EA	15	68.00	1,020.00
PANASONIC:Absolute Control for Education - 36 Month Term - 1-249 Unit Volume				
Lead Time - In Stock				
Ship Via: UPS Ground				
Payment Terms of Net 30 days with a Municipal purchase order				

Continued



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

**A RESOLUTION ACCEPTING A PROPOSAL FROM CDS OFFICE TECHNOLOGIES FOR THE PURCHASE OF (15) PANASONIC FZ 55 SEMI\_RUGGIDIZED LAPTOPS USING CAPITAL PURCHASES EQUIPMENT FUNDS IN THE AMOUNT OF \$66,360**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the City Administrator to accept a proposal from CDS Office Technologies for the purchase of (15) Panasonic FZ 55 semi-ruggedized laptops using Capital Purchases Equipment funds in the amount not to exceed \$66,360, 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 20<sup>th</sup> day of May, 2024.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20<sup>th</sup> day of May 2024.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



CDS Office Technologies
1271 HAMILTON PARKWAY
Itasca, Illinois 60143
United States
(P) 630-625-4519
(F) 630-305-9876

Table with 1 column and 6 rows: Quotation (Open), Date, Modified Date, Quote #, Description, SalesRep, Customer Contact.

Customer

Darien Police Department (24138)
Lorek, Mike
1710 Plainfield Rd.
Darien, IL 60561
United States
(P) 630-971-3999

Bill To

Darien Police Department
Accounts, Payable
1710 Plainfield Rd.
Darien, IL 60561
United States
(P) 630-971-3999
jcooper@darien.il.us

Ship To

Darien Police Department
Gonzalez, Rose
1710 Plainfield Rd.
Darien, IL 60561
United States
(P) 630-353-8337
rgonzalez@darienil.gov

Table with 3 columns: Customer PO, Terms, Ship Via, Special Instructions, Carrier Account #.

Main product table with columns: #, Description, Part #, Qty, Unit Price, Total. Includes items like Panasonic Toughbook FZ-55, Havis Vehicle Docking Station, 4G/GPS Combo Antenna, and Security Software.

Summary table with 2 columns: Item, Amount. Includes Subtotal (\$66,360.00), Tax (10.7500%), Shipping (\$0.00), and Total (\$66,360.00).

the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

**AGENDA MEMO**  
**City Council**  
**May 20, 2024**

**ISSUE STATEMENT**

A resolution authorizing the purchase of fifteen (15) mobile printers from CDS Office Technologies (CDS) using the DUI Technology 23-40-4815 in the amount of \$18,570.

**RESOLUTION**     **BACKUP**

**BACKGROUND/HISTORY**

The Darien Police Department is requesting approval to purchase fifteen (15) mobile printers. These printers will replace the fifteen (15) printers currently in patrol and Community Service Operator (CSO) vehicles.

The printers currently in our patrol and CSO vehicles are six plus years old. They fail frequently and are old technology. We have purchased twelve (12) new patrol vehicles which are due to be delivered this month. We have two (2) CSO vehicles that have been delivered and one (1) K9 vehicle that is currently operational. These printers are used to print driver's information regarding accidents, citations, warnings, etc.

We received bids from three vendors for the purchase of fifteen (15) Zebra ZQ521 Mobile Direct Thermal Printers. The bid results are:

Item	Actual Cost
CDS	\$18,570.00
Business IT Source	\$18,351.51
Telrepc	\$21,185.00

**STAFF / COMMITTEE RECOMMENDATION**

Staff recommends approval of the purchase of fifteen (15) Zebra ZQ521 Mobile Direct Thermal Printers from CDS, in the amount of \$18,570. Though Business IT Source is \$218.49 less than CDS it would be better to have one vendor for multiple products that are placed within the patrol cars.

**ALTERNATE CONSIDERATION**

As recommended by Staff.

**DECISION MODE**

This item will be placed on the May 20, 2024 agenda for formal Council consideration and approval.



**CDS Office Technologies**  
 1271 HAMILTON PARKWAY  
 Itasca, Illinois 60143  
 United States  
 (P) 630-625-4519  
 (F) 630-305-9876

Quotation (Open)	
<b>Date</b>	Apr 17, 2024 11:51 PM CDT
<b>Modified Date</b>	Apr 23, 2024 01:51 PM CDT
<b>Quote #</b>	503627 - rev 1 of 1
<b>Description</b>	15 x ZQ52-BUE0010-00 Zebra Printers - Recommended Build
<b>SalesRep</b>	Gottlieb, Mark (P) 630-625-4519 (F) 630-305-9876
<b>Customer Contact</b>	Lorek, Mike mlorek@darienil.gov

**Customer**  
 Darien Police Department (24138)  
 Lorek, Mike  
 1710 Plainfield Rd.  
 Darien, IL 60561  
 United States  
 (P) 630-971-3999

**Bill To**  
 Darien Police Department  
 Accounts, Payable  
 1710 Plainfield Rd.  
 Darien, IL 60561  
 United States  
 (P) 630-971-3999  
 jcooper@darien.il.us

**Ship To**  
 Darien Police Department  
 Lorek, Mike  
 1710 Plainfield Rd.  
 Darien, IL 60561  
 United States  
 mlorek@darienil.gov

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> Best Way
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
<b>Zebra ZQ521 Printer</b>					
1	<a href="#">Zebra ZQ521 DT Printer, media width 4.45"/113mm, Bluetooth 4.1, no battery</a> 203 dpi, up to 5"/sec max print speed, -4 - 131 degree operating temperature range, 2 year warranty	ZQ52- BUE0010-00	15	\$625.00	\$9,375.00
<b>Zebra Warranty Extension</b>					
2	<a href="#">Zebra OneCare Essential with Comprehensive</a> Extended service agreement - parts and labor - 5 years - repair time: 3 business days - must be purchased within 30 days of the product purchase - for ZQ500 Series ZQ510, ZQ520	Z1AE-ZQ5X- 5C0	15	\$300.00	\$4,500.00
<b>Zebra ZQ520/1 Battery Eliminator</b>					
3	<a href="#">Zebra Battery Eliminator Cradle</a> Includes Printer vehicle cradle with USB lock - does not include power supply - for ZQ500 Series	P1063406- 061	15	\$197.00	\$2,955.00
4	<a href="#">Zebra Power Adapter</a> Power Adapter for Mobile Battery Eliminator, 12~48V, open ended, New Resistor	P1050667- 142	15	\$116.00	\$1,740.00

**Subtotal: \$18,570.00**  
 Tax (10.7500%): \$0.00  
 Shipping: \$0.00  
**Total: \$18,570.00**

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.



850 Asbury Drive  
 Unit B  
 Buffalo Grove, IL 60089  
 847-793-0600

## Quote

**Date** 4/25/2024  
**Estimate #** 109526  
**Expires** 5/10/2024  
**BITS Outside Sales R...** Tom Corley  
**PO #**  
**Ship Via** FedEx Ground  
**Customer Memo**

### Bill To

Rosemary Gonzalez  
 Darien Police Department  
 1710 Plainfield Road  
 Darien IL 60561  
 United States  
 rgonzalez@darienil.gov;tom.corley...

### Ship To

Rosemary Gonzalez  
 Darien Police Department  
 1710 Plainfield Road  
 Darien IL 60561  
 United States  
 rgonzalez@darienil.gov;tom.corley...

Item	Quantity	Description	Price	Extended Price	Disty
ZQ52-BUE0000-00	15	Zebra ZQ521 Mobile Direct Thermal Printer - Monochrome - Label/Receipt Print - Bluetooth - 39" Print Length - 4.10" Print Width - 5 in/s Mono - 203 dpi - Wireless LAN - 4.40" Label Width 45/113MM EN/LA FONTS BT 4 1 (2YR Warranty)	643.00	9,645.00	17
P1063406-061.	15	Zebra KIT ACC BATT ELIMINATOR CRADLE WITH USB LOCK ZQ500 SERIES	179.00	2,685.00	49
P1063406-030.	15	Zebra Ait Zebra Auto Adapter 12-24V FOR USE W/ OR W/O CRADLE	36.00	540.00	13
BTRY-MPP-34 MA1-01	15	ZEBRA, AIT, KIT ACC QLN2/3, ZQ510/20, ZQ610/20 SPARE SMART BATTERY	91.00	1,365.00	267
P1050667-142	15	Zebra 12-48V DC Power Supply - For Mobile Printer	109.00	1,635.00	21
Miscellaneous	15	Part# Z1AE-ZQ5X1-3C0 Zebra OneCare for Enterprise Essential with Comprehensive coverage - Extended Service - 3 Year - Service - Carry-in - Maintenance - Parts & Labor	143.00	2,145.00	

Thank you for your business.

**Subtotal** 18,015.00  
**Shipping Cost (FedEx Ground)** 336.51  
**Total** \$18,351.51

Tax Disclaimer: This quote contains a tax calculation based on destination information provided. Please make sure you share with us any tax exemption certificate relevant to this transaction, otherwise the tax amount on our invoice may be incorrect. By issuing a purchase order against this quote or by signing below, the Customer hereby agrees that this quote is governed by the Product and Services Terms and Conditions as set forth at <https://www.bitsinc.com>, unless Customer and BITS have a negotiated master agreement, in which case the terms of such master agreement will govern this quote.



Foertsch Holdings Inc  
101 North Plains Industrial Rd  
Bldg 2  
Wallingford, CT 06492  
(203) 284-5200

EXPIRATION DATE: 5/19/2024

**Order Number:** 0109242  
**Order Date:** 4/19/2024  
**Salesperson:** 0327/ Michael Assunto  
**Salesperson Email:** massunto@telrepcO.com  
**Customer Number:** 1001701

<b>Sold To:</b>		<b>Ship To:</b>	
Darien Illinois Police Department 1710 Plainfield Road Darien, IL 60561		Darien Illinois Police Department 1710 Plainfield Road Darien, IL 60561	
<b>Confirm To:</b> Michael Lorek			

Customer P.O.	Ship VIA	F.O.B.	Terms
	UPS GROUND		Net 30 Days

Item Code	Unit	Ordered	Price	Amount
ZQ52-BUE0000-00 <b>Whse:</b> 000	EA	15	695.00	10,425.00
Zebra Technologies Zebra DT Printer ZQ521, media width 4.45"/113mm; English/Latin fonts, Bluetooth 4.X, stnd battery, US/Canada certs - 39" Print Length - 4.10" Print Width - 5 in/s Mono - 203 dpi - 4.45" Label Width - For Android, iOS, PC				
P1063406-061 <b>Whse:</b> 000	EA	15	201.00	3,015.00
BATTERY ELIMINATOR W/ CRADLE & MOUNT PLATE				
P1063406-030 <b>Whse:</b> 000	EA	15	42.00	630.00
DC VEHICLE ADAPTER ZEBRA ZQ500 OPEN ENDED FOR 12-24V				
BTRY-MPP-34MA1-01 <b>Whse:</b> 000	EA	15	103.00	1,545.00
ZEBRA, SPARE SMART BATTERY, AIT, KIT ACC QLN2/3, ZQ510/20, ZQ610/20				
P1050667-142 <b>Whse:</b> 000	EA	15	122.00	1,830.00
DC POWER ADAPTER - NEW ZEBRA ZQ520 W/HARD WIRE				
Z1AE-ZQ5X1-5C0 <b>Whse:</b> 000	EA	15	245.00	3,675.00
ZEBRA AIT, WARRANTY, ONECARE, ESSENTIAL, PURCHASED WITHIN 30 DAYS OF PRINTER, ZQ511, ZQ521, 5 YEARS, COMPREHENSIVE				

Lead Time: TBD

Ship Via: UPS Ground

Payment Terms of Net 30 days with a Municipal purchase order

Installation is not included

Printer configuration is end user responsibility

Net Order: 21,120.00

Freight: 65.00

Sales Tax: 0.00

**Order Total** 21,185.00

ACCEPTED BY & DATE

This Order/ Quote is subject to our durable Terms & Conditions, previously acknowledged by you.

0109242

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM CDS OFFICE TECHNOLOGIES FOR THE PURCHASE OF (15) Zebra ZQ521 MOBILE DIRECT THERMAL PRINTERS USING DUI TECHNOLOGY FUNDS IN THE AMOUNT OF \$18,570**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the City Administrator to accept a proposal from CDS Office Technologies for the purchase of (15) Zebra ZQ521 Mobile Direct Thermal Printers using DUI Technology Funds in the amount not to exceed \$18,570, 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 20<sup>th</sup> day of May, 2024.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 20<sup>th</sup> day of May 2024.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

RES



**CDS Office Technologies**  
 1271 HAMILTON PARKWAY  
 Itasca, Illinois 60143  
 United States  
 (P) 630-625-4519  
 (F) 630-305-9876

Quotation (Open)

**Date**  
Apr 17, 2024 11:51 PM CDT

**Modified Date**  
Apr 23, 2024 01:51 PM CDT

**Quote #**  
503627 - rev 1 of 1

**Description**  
15 x ZQ52-BUE0010-00 Zebra Printers - Recommended Build

**SalesRep**  
Gottlieb, Mark  
(P) 630-625-4519  
(F) 630-305-9876

**Customer Contact**  
Lorek, Mike  
mlorek@darienil.gov

**Customer**

Darien Police Department (24138)  
 Lorek, Mike  
 1710 Plainfield Rd.  
 Darien, IL 60561  
 United States  
 (P) 630-971-3999

**Bill To**

Darien Police Department  
 Accounts, Payable  
 1710 Plainfield Rd.  
 Darien, IL 60561  
 United States  
 (P) 630-971-3999  
 jcooper@darien.il.us

**Ship To**

Darien Police Department  
 Lorek, Mike  
 1710 Plainfield Rd.  
 Darien, IL 60561  
 United States  
 mlorek@darienil.gov

<b>Customer PO:</b>	<b>Terms:</b> Undefined	<b>Ship Via:</b> Best Way
<b>Special Instructions:</b>		<b>Carrier Account #:</b>

#	Description	Part #	Qty	Unit Price	Total
<b>Zebra ZQ521 Printer</b>					
1	<a href="#">Zebra ZQ521 DT Printer, media width 4.45"/113mm, Bluetooth 4.1, no battery</a> 203 dpi, up to 5"/sec max print speed, -4 - 131 degree operating temperature range, 2 year warranty	ZQ52- BUE0010-00	15	\$625.00	\$9,375.00
<b>Zebra Warranty Extension</b>					
2	<a href="#">Zebra OneCare Essential with Comprehensive</a> Extended service agreement - parts and labor - 5 years - repair time: 3 business days - must be purchased within 30 days of the product purchase - for ZQ500 Series ZQ510, ZQ520	Z1AE-ZQ5X- 5C0	15	\$300.00	\$4,500.00
<b>Zebra ZQ520/1 Battery Eliminator</b>					
3	<a href="#">Zebra Battery Eliminator Cradle</a> Includes Printer vehicle cradle with USB lock - does not include power supply - for ZQ500 Series	P1063406- 061	15	\$197.00	\$2,955.00
4	<a href="#">Zebra Power Adapter</a> Power Adapter for Mobile Battery Eliminator, 12~48V, open ended, New Resistor	P1050667- 142	15	\$116.00	\$1,740.00

**Subtotal: \$18,570.00**  
 Tax (10.7500%): \$0.00  
 Shipping: \$0.00  
**Total: \$18,570.00**

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

**AGENDA MEMO**  
**City Council**  
**May 20, 2024**

**ISSUE STATEMENT**

A resolution to purchase twelve (12) radar units using DUI Technology Funds 23-40-4815 from Stalker Applied Concepts in the total amount of \$22,101.36.

**RESOLUTION**      **BACKUP**

**BACKGROUND/HISTORY**

The Darien Police Department is requesting approval to purchase twelve (12) radar units. These radar units will replace the twelve (12) radar units currently in patrol vehicles.

The radar units currently in our patrol vehicles are six plus years old. They require updating and we should place new units into the new patrol vehicles. We have purchased twelve (12) new patrol vehicles which are due to be delivered this month. These radar units are used to monitor the speed of vehicles.

The radar units are a part of a state bid, therefore no bids were received from other vendors. The bid results are:

Item	Actual Cost
Stalker Applied Concepts	\$22,101.36

**STAFF / COMMITTEE RECOMMENDATION**

Staff recommends approval of the purchase of twelve (12) IL DSR 2X Radar units from Stalker Applied Concepts of Richardson TX in the amount of \$22,101.36.

**ALTERNATE CONSIDERATION**

As recommended by Staff.

**DECISION MODE**

This item will be placed on the May 20, 2024 agenda for formal Council consideration and approval.



## Sole Source for STALKER 2X Radar System

This is to confirm and verify that Applied Concepts, Inc., 855 E. Collins, Richardson, TX 75081 is the sole source manufacturer of the **STALKER 2X** radar system. There is no other radar being manufactured that meets the specifications below:

- **Only Stalker's 2X antennas process return signals *digitally*.** The signal that goes to the Counting Unit is a clean *digital signal* which helps to eliminate RF interference. Digital antennas also improve a radar's range beyond 1 mile. (*This patented technology makes Stalker Radar the most accurate and dependable radar system on the market.*)
- The **2X's Dual Zone** capability distinguishes it from competitors' moving radars: only the 2X can monitor two zones from a single antenna. With the 2X, an operator can simultaneously monitor front same and front opposite or rear opposite and rear same Target Zones. No other police speed enforcement radar on the market has this feature.
- The 2X has **Rear Traffic Alert**, a proprietary feature designed to warn the patrol officer of rapidly overtaking same-direction traffic when the patrol vehicle is most vulnerable to rear-end collisions.
- The 2X is the only radar system that allows the operator to monitor vehicular traffic using a proprietary five (5) window display.
- All Stalker Radar products are made in the USA and are in full compliance with the Buy American Act.
- Applied Concepts, Inc was awarded an ISO 9001:2015 Certificate of Registration for design, manufacture and service of speed measurement products. This is unique in our market segment.

All Stalker Radar products are made in the USA and are in full compliance with the Buy American Act.

The **STALKER 2X Radar System** can only be purchased directly from Applied Concepts, Inc. or through one of our Regional Sales Managers.

Respectfully Submitted,

Jan Achilles  
Sales Administrator



[appliedconcepts.com](http://appliedconcepts.com)

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

**A RESOLUTION ACCEPTING A PROPOSAL FROM STALKER APPLIED CONCEPTS FOR THE PURCHASE OF (12) IL DSR 2X RADAR UNITS USING DUI TECHNOLOGY FUNDS IN THE AMOUNT OF \$22,101.36**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the City Administrator to accept a proposal from Stalker Applied Concepts for the purchase of (12) IL DSR 2X Radar units using DUI Technology Funds in the amount not to exceed \$22,101.36, 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 20<sup>th</sup> day of May, 2024.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20<sup>th</sup> day of May 2024.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**QUOTE**  
# 2088121

applied concepts, inc.

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 1 of 1

Date: 04/19/24

Inside Sales Partner: Bart Hogue  
+1-972-801-4864  
barth@a-concepts.com

Reg Sales Mgr: Bill Johnson  
972-398-3780  
billj@stalkerradar.com

Effective From : 04/19/2024

Valid Through: 07/18/2024

Lead Time: 45 working days

<b>Bill To:</b> Darien Police Dept 1710 Plainfield Rd Darien, IL 60561-5044	<b>Customer ID:</b> 605611  Accounts Payable	<b>Ship To:</b> Darien Police Dept 1710 Plainfield Rd Darien, IL 60561-5044	<i>FedEx Ground</i>  Sergeant Mike Lorek
--	--	--	--

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	12	807-8002-00	IL DSR 2X Radar w/Instant On Remote	60	\$1,525.00	\$18,300.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	12	200-0965-40	2X Counting Unit, 1.5 PCB		\$0.00
2	12	200-0875-40	2X Modular Display, High Bright LEDs		\$0.00
3	12	200-1468-00	Dual DSR Ka Antenna		\$0.00
4	12	200-1468-01	2X Rear Antenna		\$0.00
5	12	155-2591-02	2 Foot Antenna Cable, IP67		\$0.00
6	12	155-2591-16	16 Foot Antenna Cable, IP67		\$0.00
8	12	200-0918-00	Stalker 2X Instant On Remote Control		\$0.00
9	12	200-0769-00	25 MPH/40 KPH KA Tuning Fork		\$0.00
10	12	200-0770-00	40 MPH/64 KPH KA Tuning Fork		\$0.00
11	12	200-0648-00	Display Sun Shield		\$0.00
14	12	200-0622-00	VSS Cable Kit		\$0.00
15	12	200-0619-00	2X Documentation Kit		\$0.00
16	12	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
17	12	060-1000-60	60 Month Warranty		\$0.00
19	12	006-0094-00	Fan Noise Suppression Addendum - 2X		\$0.00
20	12	005-0002-07	807-8002-00 2X Package for IL		\$0.00
21	12	200-1377-10	2021-2024 Dodge Durango CU/Antenna Combo Mount	\$190.82	\$2,289.84
22	12	200-1321-00	2019-2024 Dodge Durango Rear Antenna Mount	\$125.96	\$1,511.52

**Group Total** \$22,101.36

Product	\$22,101.36	Sub-Total:	\$22,101.36
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		<b>Total: USD</b>	<b>\$22,101.36</b>

Vehicle Information:  
2023 Dodge Durango

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

**AGENDA MEMO**  
**City Council**  
**May 20, 2024**

**ISSUE STATEMENT**

Approval of a resolution authorizing the purchase of two (2) zero turn radius, rear discharging, riding mowers, Model ZD1211R-3-60R and Model ZD1211RL-3-72R from Alta Equipment Company in the amount of \$35,436.82.

**RESOLUTION**

**BACKGROUND/HISTORY**

The FY 24/25 Budget approved funds to replace the two (2) 2019, Kubota ZD151RL Mowers Unit #193 and 207. The City Mechanic and staff have determined the equipment lacks reliability and has prematurely succumbed to the end of their useful life and requires replacement. See [Attachment A](#).

Due to the rigorous landscape maintenance schedule staff is requesting to replace the zero turn mowers approximately 3 years sooner than anticipated. The Department maintains approximately 33 acres of turf, various right of ways and detention basins throughout town. The ongoing concerns stem to the Tier 4 emissions that were implemented by 2015. The Tier 4 engines were expected to reduce two key pollutants: particulate matter (PM) and nitrogen oxides (NOx). NOx are known to contribute to the formation of ground-level ozone, and PM exposure has been shown to have limited adverse health effects.

Unfortunately, the downtime due to the Regeneration Process of the Tier 4 engines has been counterproductive. While there are two modes of the Regeneration process, the park mode, is the most problematic. The process requires the machine to be parked and the sequencing could take from twenty minutes to over two hours. The Park regeneration cycle has been failing more frequently thus resulting in the machine to be returned to the dealer for ongoing warranty repairs. The department has three of these mowers that are the work horse of the department, with two currently at the dealer for repairs.

The 2024 Kubota Models ZD1211R-3-60R and ZD1211RL-3-72R would be purchased through the Sourcewell Joint Powers Alliance, NJPA, contract #031121-KBA, as awarded to Alta Equipment Company. The engines will be of a Type 3 and require no regeneration.

The FY24/25 Budget includes funding for the vehicle through the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24-25 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4815	Equipment	\$ 46,000.00	\$ 35,436.82	\$ 10,563.18



**STAFF RECOMMENDATION**

Staff requests approval of this resolution authorizing the purchase of two (2) zero turn radius, rear discharging, riding mowers, Model ZD1211R-3-60R and Model ZD1211RL-3-72R from Alta Equipment Company in the amount of \$35,436.82.

**COMMITTEE RECOMMENDATION**

This item was not presented to the Municipal Services Committee due to timing as the delivery time is expected to take up to 8 weeks.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be on the May 20, 2024 City Council agenda, under New Business, for formal consideration.

**From:** Kris Throm  
**Sent:** Tuesday, May 14, 2024 3:11 PM  
**To:** Dan Gombac  
**Cc:** Regina Kokkinis; David Fell  
**Subject:** FW: two budged mowers  
**Attachments:** Darien\_ZD1211R-3-60R Mower 1.pdf; Darien\_ZD1211RL-3-72R mower 2.pdf

Dan,

The reason we had requested the two mowers to be replaced during budget is because they are not reliable. We have had many issues with these two mowers. Almost all of the issues are due to the Tier 4 emissions equipment on them. When we bought these we were not advised that we could have gone with a mower that had 2 H.P. less and avoided the Tier 4 emissions requirements. We even stopped dealing with Russo's due to service issues. We have started dealing with Alta (formerly Martin Implements) for service. They have gotten many of the repairs covered under warranty but it usually takes some time as they have to go to through Kubota directly. When the mowers are down they are usually down for 2-4 weeks. One of the mowers has been to Alta twice for service this season. The other mower just went in for the first time. Unfortunately, currently 2 of the 3 Kubotas are down for service and we are currently renting one just to try and catch up with the fast growing grass. We are requesting this item for approval as soon as possible due to the 6-8 week lead time for the rear discharge mowers. Please let me know if you have any further questions on this.

Thanks,



*Kris Throm*

Kris Throm

Superintendent of Municipal Services  
 1041 S. Frontage Rd., Darien, IL 60561

**Email:** [kthrom@darienil.gov](mailto:kthrom@darienil.gov)

**Cell:** (630) 524-3453 |

**Connect with the City of Darien!**



**From:** David Fell <dfell@darienil.gov>  
**Sent:** Friday, May 10, 2024 9:25 AM  
**To:** Kris Throm <kthrom@darienil.gov>  
**Cc:** Regina Kokkinis <rkokkinis@darienil.gov>  
**Subject:** two budged mowers

Kris, Here are the two rear discharge source well mowers to present for approval.

Mower #1 ZD1211RL-3-72R – Final sale price 18,158.41

Mower #2 ZD1211R-3-60R – Final sale price 17,278.41

## CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	193	DEPARTMENT	STREET	DATE
MODEL YEAR	2019	MODEL	ZD151RL	11-18-22
CURRENT MILEAGE		CURRENT HOURS	996	
			MAXIMUM POINTS	VEHICLE SCORE
AGE				
	Department		STREET	
	Life Expectancy		10	
	Age as of Report Date		3	
	AGE: Meets Requirements		20	6
USAGE				
	MILES			
	HOURS		996	
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE: Meets Requirements		20	2.66
TYPE OF SERVICE				
	1-LIGHT DUTY			
	10-CRITICAL DUTY			
	SERVICE: Meets Requirements		15	15
RELIABILITY				
	RELIABILITY: Frequency or Visits for Service			
	RELIABILITY: Meets Requirements		15	5
MAINTENANCE AND REPAIR COSTS				
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE		16,917.22	
	LIFE TO DATE REPAIR COST		1,073.14	
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE		3.98%	

UNIT NO	193	DEPARTMENT	STREET	DATE
MODEL YEAR		MODEL		
CURRENT MILEAGE		CURRENT HOURS		
		MAXIMUM POINTS	VEHICLE SCORE	
PERCENTAGES OF REPAIR POINTS	POINTS			
1 THROUGH 20	2			
21 THROUGH 40	4			
41 THROUGH 60	6			
61 THROUGH 80	8			
81 THROUGH 100	10			
	REPAIRS: Meets Requirements		10	2
CONDITION:				
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)			
	CONDITION: Meets Requirements		15	5
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5	3
TOTAL POINTS			100	38.66

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor		
Group-System									Cost	Hours	
193: 2019 KUBOTA ZD1511RL-60R											
0000032048		144	01/01								
01-PMA: PREV. MAINT.				10/11/19	08/01	TOM		\$18.60	\$41.30	1.00	
0000032202		286	01/01								
01-PMA: PREV. MAINT.				06/25/20	08/01	TOM		\$31.87	\$20.65	0.50	
01-PMB: PREV. MAINT.				06/25/20	08/01	TOM		\$119.34	\$30.98	0.75	
07-41: AIR INTAKE SYS				06/25/20	08/01	TOM		\$77.79	\$10.33	0.25	
0000032288		447	01/01								
11-87: LAWN MOWERS				11/02/20	01/03			\$595.35	\$0.00	0.00	
0000032508		608	01/01								
01-PMA: PREV. MAINT.				07/23/21	08/01	TOM		\$24.30	\$41.30	1.00	
0000032756		996	01/01								
01-PMA: PREV. MAINT.				08/04/22	08/01	TOM		\$21.46	\$61.95	1.50	
						Equipment -	193	Total	\$888.71	\$206.51	5.00
								Grand Total	\$888.71	\$206.51	5.00

\$ 673.14

# CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	207	DEPARTMENT	Street	DATE	
MODEL YEAR	2019	MODEL	ZD151RL		10-26-21
CURRENT MILEAGE		CURRENT HOURS	1925		
			MAXIMUM POINTS		VEHICLE SCORE
<b>AGE</b>					
	Department		Street		
	Life Expectancy		10		
	Age as of Report Date		2		
	AGE: Meets Requirements		20		4
<b>USAGE</b>					
	MILES				
	HOURS		1925		
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY				
	USAGE: Meets Requirements		20		5.13
<b>TYPE OF SERVICE</b>					
	1-LIGHT DUTY				
	10-CRITICAL DUTY				
	SERVICE: Meets Requirements		15		15
<b>RELIABILITY</b>					
	RELIABILITY: Frequency or Visits for Service				
	RELIABILITY: Meets Requirements		15		3
<b>MAINTENANCE AND REPAIR COSTS</b>					
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class				
	ORIGINAL PURCHASE PRICE		16,917.22		
	LIFE TO DATE REPAIR COST		0		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE		0		

UNIT NO	207	DEPARTMENT		DATE	
MODEL YEAR		MODEL			
CURRENT MILEAGE		CURRENT HOURS		MAXIMUM POINTS	VEHICLE SCORE
PERCENTAGES OF REPAIR POINTS	POINTS				
1 THROUGH 20	2				
21 THROUGH 40	4				
41 THROUGH 60	6				
61 THROUGH 80	8				
81 THROUGH 100	10				
	REPAIRS: Meets Requirements			10	0
CONDITION:					
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)				
	CONDITION: Meets Requirements			15	3
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS			5	2
TOTAL POINTS				100	32.13

CITY OF DARIEN  
 Repair Transaction Cost Detail by Equipment#

Equipment#	Repair Order#	Date	Meter(1)	Shop Loc/ Rep Class	Rep Reason/ Rep Site			
207	0000032204	07/01/20	1650	01/01	08/01			
	<u>Group-System/</u>			<u>Mech/Vendor</u>	<u>Work Acc</u>	<u>Part(\$)</u>	<u>Labor(\$)</u>	<u>Hours</u>
	01-PMA - PREV. MAINT.			TOM		19.23	41.30	1.00
207	0000032507	07/31/21	855	01/01	08/01			
	01-PMA - PREV. MAINT.			TOM		28.26	41.30	1.00
	Equipment# -		207	Total		<u>47.49</u>	<u>82.60</u>	<u>2.00</u>
				Grand Total		<u>47.49</u>	<u>82.60</u>	<u>2.00</u>





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

**A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) ZERO TURN RADIUS, REAR DISCHARGING, RIDING MOWERS, MODEL ZD1211R-3-60R AND MODEL ZD1211RL-3-72R FROM ALTA EQUIPMENT COMPANY IN THE AMOUNT OF \$35,436.82**

**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 authorizes the purchase of two (2) zero turn radius, rear discharging, riding mowers, Model ZD1211R-3-60R and Model ZD1211RL-3-72R from Alta Equipment Company in the amount of \$35,436.82., 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 20<sup>th</sup> day of May, 2024.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20<sup>th</sup> day of May, 2024.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



ZD1211R-3-60R WEB QUOTE #2774920

Date: 5/3/2024 8:56:15 AM

-- Customer Information --

Fell, Dave  
110530  
City of Darien  
dfell@darienil.gov  
630-429-1711

Quote Provided By  
Alta Equipment Company  
Chris May  
18405 115th Ave.  
Orland Park, IL 60467  
email: chris.may@altg.com  
phone: 8474170548



-- Standard Features --

-- Custom Options --



ZD1200 Series                      ZD1211R-3-60R

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

3 Cylinder, Kubota Model # D1105  
24.8 Gross HP @ 3000 rpm  
68.5 cu. in. Displacement  
12v 430 Amp Hr. Battery  
14 Amps Charging Output

**SAFETY EQUIPMENT**

Electric Key Shut Off  
Control Lever Safety Switch  
Parking Brake Safety Switch  
Foldable ROPS  
Seat Safty Switch

**TRANSMISSION**

Hydrostatic Drive  
(2) HST w/Gear Reduction  
Brake - Wet Multi Disks  
Forward Speeds 0 - 10.6 mph  
Reverse Speeds 0 - 5.3 mph

**DIMENSIONS**

Height 78.7"  
Length 89.0"  
Width Overall 63.0"  
Wheelbase 56.7"

**STEERING / MOTION CONTROL**

(2) Hand Levers, Adjustable  
Hydraulically Damped,  
Adjustable

**OPERATING FEATURES**

Zero Turn Radius  
Adj. Front Axle: Rigid/Oscillating  
Dual Element Air Filter  
Deluxe Suspension Seat w/  
Kubota Exclusive Seat Design  
Hands-free Hydraulic Deck Lift  
Hands-free Parking Brake  
Cup Holder

**POWER TAKE OFF**

Hydraulic Independent PTO  
Shaft Drive Mower Deck  
Wet Disk Clutch

**REAR DISCHARGE MOWER**

60" and 72" Kubota PRO Deck  
5.5" Deep Deck  
1-5" Cut Height, Adjustable  
1/4" Increments  
3 Blades  
Bolt-on Skid Bars

**FLUID CAPACITY**

Fuel Tank 13.1 gal  
Engine Coolant w/ Recovery tank 3.96 qts  
Crankcase w/ Filter 4.1 qts  
Transmission Case and Axle Gear 12.8 qts

^ Manufacturer Estimate

**TIRES AND WHEELS**

Front 15 x 6.0 - 6 Flat-free  
Rear 26 x 12.0 - 16 Turf, Low Profile

ZD1211R-3-60R Base Price:	\$20,499.00
(1) WORK LIGHT KIT /ZG200 /ZG300	\$148.00
ZD3116A-WORK LIGHT KIT /ZG200 /ZG300	
<b>Configured Price:</b>	<b>\$20,647.00</b>
Sourcewell Discount:	(\$4,542.34)
<b>SUBTOTAL:</b>	<b>\$16,104.66</b>
Dealer Assembly:	\$55.00
Freight Cost:	\$318.75
PDI:	\$400.00
Additional Dealer F&P	\$400.00

Total Unit Price: \$17,278.41  
Quantity Ordered: 1  
Final Sales Price: \$17,278.41

**Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting dealer**

\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

Fell, Dave  
 110530  
 City of Darien  
 dfell@darienil.gov  
 630-429-1711

Quote Provided By  
 Alta Equipment Company  
 Chris May  
 18405 115th Ave.  
 Orland Park, IL 60467  
 email: chris.may@altg.com  
 phone: 8474170548

-- Standard Features --

-- Custom Options --



ZD1200 Series                      ZD1211RL-3-72R

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

3 Cylinder, Kubota Model #  
 D1105  
 24.8 Gross HP @ 3000 rpm  
 68.5 cu. in. Displacement  
 12v 430 Amp Hr. Battery  
 14 Amps Charging Output

**SAFETY EQUIPMENT**

Electric Key Shut Off  
 Control Lever Safety Switch  
 Parking Brake Safety Switch  
 Foldable ROPS  
 Seat Safty Switch

**TRANSMISSION**

Hydrostatic Drive  
 (2) HST w/Gear Reduction  
 Brake - Wet Multi Disks  
 Forward Speeds 0 - 10.6 mph  
 Reverse Speeds 0 - 5.3 mph

**DIMENSIONS**

Height 78.7"  
 Length 93.7"  
 Width Overall 75.2"  
 Wheelbase 61.4"

**STEERING / MOTION CONTROL**

(2) Hand Levers, Adjustable  
 Hydraulically Damped,  
 Adjustable

**OPERATING FEATURES**

Zero Turn Radius  
 Adj. Front Axle: Rigid/Oscillating  
 Dual Element Air Filter  
 Deluxe Suspension Seat w/  
 Kubota Exclusive Seat Design  
 Hands-free Hydraulic Deck Lift  
 Hands-free Parking Brake  
 Cup Holder

**POWER TAKE OFF**

Hydraulic Independent PTO  
 Shaft Drive Mower Deck  
 Wet Disk Clutch

**REAR DISCHARGE MOWER**

60" and 72" Kubota PRO Deck  
 5.5" Deep Deck  
 1-5" Cut Height, Adjustable  
 1/4" Increments  
 3 Blades  
 Bolt-on Skid Bars

**FLUID CAPACITY**

Fuel Tank 13.1 gal  
 Engine Coolant w/ Recovery  
 tank 3.96 qts  
 Crankcase w/ Filter 4.1 qts  
 Transmission Case and Axle  
 Gear 12.8 qts

^ Manufacturer Estimate

**TIRES AND WHEELS**

Front 15 x 6.0 - 6 Flat-free  
 Rear 26 x 12.0 - 16 Turf, Low Profile

ZD1211RL-3-72R Base Price: \$21,499.00  
 (1) WORK LIGHT KIT /ZG200 /ZG300 \$148.00  
 ZD3116A-WORK LIGHT KIT /ZG200 /ZG300

**Configured Price: \$21,647.00**

Sourcewell Discount: (\$4,762.34)

**SUBTOTAL: \$16,884.66**

Dealer Assembly: \$55.00

Freight Cost: \$318.75

PDI: \$400.00

Additional Dealer F&P \$500.00

**Total Unit Price: \$18,158.41**

Quantity Ordered: 1

**Final Sales Price: \$18,158.41**

**Final pricing will be based upon pricing at the time of final delivery to Sourcewell members. Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting dealer**

\*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

**AGENDA MEMO**  
**City Council**  
**May 20, 2024**

**ISSUE STATEMENT**

A resolution to accept a proposal for the purchase of one (1) new Hydraulic Guillotine Pipe Cutting Saw from E.H. Wachs Utility Products in an amount not to exceed \$15,565.00.

**RESOLUTION**

**BACKGROUND/HISTORY**

The staff requests the purchase of a diamond wired guillotine. The guillotine is a water main cutter with capabilities to cut up to 16” water main with safe and easy practice. This cutter takes out the human error and the risks of any back kick while cutting due to its self-cutting capability. The guillotine affords personnel a safer and optimal working zone during water main breaks

Below please find a summary of the competitive quotes:

VENDOR	PRICE QUOTED
USABlueBook	\$15,773.12
<b>E.H. Wachs Utility Products</b>	<b>\$15,565.00</b>

The current budget included funds for the proposed equipment and would be expensed from the following line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4815	Maintenance Equipment Diamond Wire Guillotine Pipe Saw	\$17,500.00	\$15,565.00	\$1,935.00

**STAFF RECOMMENDATION**

Staff requests approval of this resolution authorizing the purchase of one (1) new Hydraulic Guillotine Pipe Cutting Saw from E.H. Wachs Utility Products in an amount not to exceed \$15,565.00.

**COMMITTEE RECOMMENDATION**

This item was not presented to the Municipal Services Committee due to timing as the price will be increasing in June.

**ALTERNATE DECISION**

As recommended by the City Council.

**DECISION MODE**

This item will be placed on the May 20, 2024 City Council agenda, under New Business, for formal consideration.



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

**A RESOLUTION TO ACCEPT A PROPOSAL FOR THE PURCHASE OF ONE  
(1) NEW HYDRAULIC GUILLOTINE PIPE CUTTING SAW FROM E.H.  
WACHS UTILITY PRODUCTS IN AN AMOUNT  
NOT TO EXCEED \$15,565.00**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal for the purchase of one (1) new Hydraulic Guillotine Pipe Cutting Saw from E.H. Wachs Utility Products in an amount not to exceed \$15,565.00, 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 20<sup>th</sup> day of May, 2024.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS**, this 20<sup>th</sup> day of May, 2024.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



600 Knightsbridge Parkwav. Lincolnshir♦, Illinois 60069  
 (847) 537-8800 | Fax (847) 520-1147  
 turnvalves.com

# Quotation

Page 1 of 1

TO: **Dennis Cable**  
 Water Foreman  
 City of Darien  
 1041 S. Frontage Rd.  
 Darien, IL 60561

Date: 4/10/2024  
 Quotation Number: HR207863  
 Payment Terms: Net30  
 Shipping Terms: FCAOrigin  
 Valid Through: 6/10/2024  
 Estimated Delivery: 3 Weeks ARO  
 Reference: HR202350

E.H. Wachs is pleased to offer the following quotation.  
**F YOU ARE PAYING WITH A CREDIT CARD PLEASE LET US KNOW SO THAT WE CAN PROCESS YOUR ORDER PROPERLY.**

Item Number	Description	Qty	UM	Unit Price (USD)	Disc%	Line Total (USD)
1 29-000-16	416 Diamond Wire Hydraulic Guillotine Package for 4"-16" pipe (18.2" maximum outside diameter). Includes (1) Cutting Wire, Wooden Shipping/Storage Carrier & Water Delivery System. This is the new form factor with collapsible arms, high pressure motor seal and advanced tensioning system for consistent wire performance. Optional rugged steel storage and transportation dolly, part number 29-4020-16. Replacement high density cutting wires, part number 29-616-00.	1	EA	12,995.00		12,995.00
2 29-4020-16	Rugged storage and transportation dolly for 416 Diamond Wire Guillotine. A powder coated rolled steel frame and stamped stainless sheet metal provide safe storage for the DW Guillotine, Manual, Spare Wire, Water Tank, Wash Down Nozzle and rust preventative. Added features include a pair of wheels and handle to make moving the kit around the warehouse or the job site easy.	1	EA	1,925.00		1,925.00
3 29-616-00	416 High Density Diamond Wire, pretwisted loop assembly with swivel crimp utilizing 46 beads per meter. This wire is for use with the new 416 DW Guillotine with collapsible frame housing.	1	EA	645.00		645.00
4 79-430-20	Field training	1	EA	2,495.00	100.0%	0.00
<b>Total (USD)</b>						<b>\$15,565.00</b>

**-IMPORTANT-**

(Pricing does NOT include SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. 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 order when purchasing.

To place an order:  
 Ken Redding  
 Inside Sales Rep  
 847-484-2773  
 ken.redding@ehwachs.com

For questions, technical support, or for rental availibility:  
 Henry Roman  
 Sales Manager  
 847-224-6029  
 henry.roman@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**  
**City Council**  
**May 20, 2024**

**ISSUE STATEMENT**

1. Approval of a resolution a resolution calling for an immediate and sustainable ceasefire and humanitarian aid in Gaza and the release of hostages and those unjustly held (this resolution was received by a citizen and not prepared by the city.) **RESOLUTION**
2. A motion directing staff to prepare a draft policy pertaining to votes that will be considered by the city council

**BACKGROUND/HISTORY**

At the May 6, 2024, City Council meeting 15 members from the public spoke during public comments, regarding the current conflict in the Middle East. Mr. Nazam Khatib coordinated the group members who spoke. You can watch the public comments at the following link (beginning at the 34.30-minute mark): [https://www.youtube.com/watch?v=BID\\_a8Uq5ys](https://www.youtube.com/watch?v=BID_a8Uq5ys). In summary, Mr. Khatib was the first speaker of the group and he stated, “*We are here tonight to ask you to pass a humanitarian bilateral cease fire resolution in Gaza.*” Mr. Khatib sent the resolution, which the group is requesting the city approve, to Mayor Marchese on Tuesday, May 7, 2024. The resolution included in the packet was prepared and submitted by Mr. Khatib and not the city. ([see attached](#))

Since this item was not on the agenda, the council did not vote on the request. This request will be on the May 20 council agenda to follow up so there can be a formal vote on the request. At the conclusion of the May 6 council meeting, Mayor Marchese asked the council if they wanted to proceed with the request for a resolution. Two Alderman showed interest in looking further into this request.

As additional background, On Friday, April 26, Mayor Marchese and Administrator Vana met with Mr. Nazam Khatib and Burr Ridge Trustee Tony Shiappa regarding their call for an immediate cease-fire in Gaza. Mr. Khatib has spoken before a number of governmental bodies, most recently Willowbrook and Burr Ridge, and firmly believes that a proclamation by communities such as Darien would bring greater attention to this matter, and possibly lead to a United States effort to calm these hostilities and allow for a humanitarian response to the crisis in Gaza.

Mayor Marchese and Administrator Vana addressed the city’s role as a local government in this request:

1. local government should not become involved in issues that extend beyond the needs of our local communities
2. any action we would take, or has been taken by other communities would have no effect on national or international issues.
3. advise members of the public where they should bring issues outside of the city’s jurisdiction

A second issue presented to the council is to consider establishing guidelines for the issuance of ceremonial documents, proclamations, and supporting resolutions by the city. The Village of Oak Brook recently approved a resolution adopting a policy pertaining to ceremonial documents, proclamations, and supporting resolutions. Oak Brook considers these types of documents as strictly honorary and do not carry any legislative or legal significance, nor do they constitute an endorsement by the Village of Oak Brook. Oak Brook's guidelines state:

Ceremonial documents, proclamations, and supporting resolutions will not be issued for the following:

1. Events or organizations with no direct relationship to or location within the corporate limits of the Village of Oak Brook
2. Campaigns or events contrary to Oak Brook policy or the wellbeing of its businesses or residents
3. Political or religious issues not within the immediate responsibility or sphere of influence of the Village of Oak Brook.
4. Anything that may suggest an official Village position on a matter under consideration.

#### **STAFF/COMMITTEE RECOMMENDATION**

As directed

#### **ALTERNATE CONSIDERATION**

As directed.

#### **DECISION MODE**

These items will be placed on the May 20, 2024, City Council Agenda for consideration.



**From:** [Joe Marchese](#)  
**To:** [Bryon Vana](#)  
**Subject:** FW: Proposed Ceasefire Resolution for Darien  
**Date:** Tuesday, May 7, 2024 3:03:40 PM  
**Attachments:** [Darien- Cease fire resolution.docx](#)  
[image001.png](#)  
[image007.png](#)  
[image008.jpg](#)  
[image009.jpg](#)  
[image010.png](#)  
[image011.jpg](#)

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## Joseph A. Marchese

Mayor  
1702 Plainfield Road, Darien, IL 60561  
**Email:** [Email: jmarchese@darienil.gov](mailto:jmarchese@darienil.gov)

**Office:** (630) 353-8108 | **Mobile:** (630) 200-2390

*[Connect with the City of Darien!](#)*



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**From:** Nizam Khatib <usimain@gmail.com>  
**Sent:** Tuesday, May 7, 2024 12:46 PM  
**To:** Joe Marchese <jmarchese@darienil.gov>  
**Subject:** Proposed Ceasefire Resolution for Darien

Dear Mr. Mayor Marchese,

Thanks again for being such a wonderful host mayor showing your care about humanitarian issues presented to you last night.

We took the liberty of creating a ceasefire resolution for you to consider or modify as you see fit. Please see attached.

Best regards

Nizam Khatib 630-854-1267

## **RESOLUTION NO.**

### **A RESOLUTION CALLING FOR AN IMMEDIATE AND SUSTAINABLE CEASEFIRE AND HUMANITARIAN AID IN GAZA AND THE RELEASE OF HOSTAGES AND THOSE UNJUSTLY HELD**

**WHEREAS**, we the corporate authorities of the City of Darien, Illinois, mourn all those innocent and unarmed Israeli and U.S. citizens and others massacred during Hamas' heinous terrorist attack on October 7, 2023, near the Gaza-Israeli border; and

**WHEREAS**, the corporate authorities also abhor the decimation of the lives of thousands of innocent Palestinians in Gaza who have been killed or sustained severe and permanent injuries, including innumerable women and children, caused by Israel's retaliation against Hamas; and

**WHEREAS**, we lament the reported resulting tragedy that approximately forty percent of all those killed in Gaza over the past six months were Palestinian children, including infants; and

**WHEREAS**, we note that on November 6, 2023, United Nations Secretary General Antonio Guterres spoke of a crisis of humanity and the destruction of so many innocent lives occurring in Gaza, and thereafter many other United Nation officials, including the UN High Commissioner for Human Rights and the head of the World Health Organization, signed a collective call for an immediate ceasefire in Gaza; and

**WHEREAS**, we have learned that on March 26, 2024, United States Secretary of Defense Lloyd J. Austin, III stated it was the goal of the United States to make Israel and the region safer and more secure, protect Palestinian civilians from harm as a moral necessity and a strategic imperative, noting especially that Gaza is suffering a humanitarian catastrophe that is getting worse; and

**WHEREAS**, we reflect upon the Easter message from Pope Francis questioning why there is all this death in Gaza and pleading for an immediate cease fire, access to humanitarian aid and release of the Hamas-held hostages; and

**WHEREAS**, we emphasize that domestic and international groups representing a diversity of backgrounds and experiences, including Rabbis for Human Rights, Jewish Voice for Peace, Social Workers for Peace and Welfare, Doctors Without Borders, Amnesty International, the World Health Organization, the Norwegian Refugee Council, the International Red Cross, Med-Global Organization, eighteen UN agencies, and members of the US government have each called for an immediate ceasefire in Gaza; and

**WHEREAS**, we understand there is vital need for expeditious delivery of uninterrupted supplies, and equitable distribution of humanitarian aid, including food, water, shelter, and medical care and supplies to and for the displaced Palestinians in Gaza; and

**WHEREAS**, we recognize the innocent and terrorized Israeli and US hostages who are confined in Gaza, as well as any Palestinians who have been unjustly held in Israel who remain imperiled by the ongoing hostilities between Hamas and Israel; and

**WHEREAS**, the City of Darien and its residents condemn and stand resolute against all acts of terrorism, and all forms of racism, anti-Semitism, Islamophobia, ethnic cleansing, genocide, the massacre of innocent peoples, and every form of hatred amongst humanity.

**NOW, THEREFORE, BE IT FIRMLY RESOLVED** that the Mayor and the board of Aldermen-Alderswoman of the City of Darien and in consensus with our City residents, and the many communities, residents, and organizations calling loudly for an immediate and sustained cessation of hostilities between Israel and Hamas in Gaza, the expeditious delivery and equitable distribution of humanitarian aid, including food, water, shelter, medical care and supplies to the displaced Palestinians in Gaza, for the immediate release of Israeli and U.S. hostages Hamas continues to hold, along with the immediate release of all Palestinians unjustly held in Israel, and for the prompt commencement of meaningful talks to make this troubled region safer and more secure for all habitants to live there in peace.

**RESOLUTION NO.****A RESOLUTION CALLING FOR AN IMMEDIATE AND SUSTAINABLE  
CEASEFIRE AND HUMANITARIAN AID IN GAZA AND THE RELEASE OF HOSTAGES  
AND THOSE UNJUSTLY HELD**

**(this resolution was received by a citizen and not prepared by the city of  
Darien.)**

**WHEREAS**, we the corporate authorities of the City of Darien, Illinois, mourn all those innocent and unarmed Israeli and U.S. citizens and others massacred during Hamas' heinous terrorist attack on October 7, 2023, near the Gaza-Israeli border; and

**WHEREAS**, the corporate authorities also abhor the decimation of the lives of thousands of innocent Palestinians in Gaza who have been killed or sustained severe and permanent injuries, including innumerable women and children, caused by Israel's retaliation against Hamas; and

**WHEREAS**, we lament the reported resulting tragedy that approximately forty percent of all those killed in Gaza over the past six months were Palestinian children, including infants; and

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**WHEREAS**, we recognize the innocent and terrorized Israeli and US hostages who are confined in Gaza, as well as any Palestinians who have been unjustly held in Israel who remain imperiled by the ongoing hostilities between Hamas and Israel; and

**WHEREAS**, the City of Darien and its residents condemn and stand resolute against all acts of terrorism, and all forms of racism, anti-Semitism, Islamophobia, ethnic cleansing, genocide, the massacre of innocent peoples, and every form of hatred amongst humanity.

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## CITY OF DARIEN

### RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

#### I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

#### II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

#### III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

#### **IV. PUBLIC HEARING REQUIREMENTS.**

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

**Approved by a Motion on November 17, 2014**